DESCRIPTION OF THE ALBERTA GARDEN SUITE PILOT PROJECT

Alberta
MUNICIPAL AFFAIRS

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ALBERTA GARDEN SUITE PILOT PROJECT

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for

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1.0 INTRODUCTION

1.1 PURPOSE

The purpose of this report is to document the Alberta Garden Suite Pilot Project from its origin to the stage of unit occupancy. The report focuses on the key decisions and actions which occurred during this phase, referred to as the implementation phase, to bring the project to realization. Garden suites are self-contained residential units located on the property of a host family to accommodate and facilitate the provision of support services for one or two elderly parents or grandparents.

1.2 PROJECT SPONSORS

The garden suite pilot project is a joint and cooperative effort sponsored by Alberta Municipal Affairs (principal sponsor), the City of Lethbridge and the County of Parkland. Key participants in the project include the Lethbridge Housing Authority in Lethbridge and the Meridian Foundation in Parkland.

1.3 PROJECT PURPOSE, OBJECTIVES AND MAJOR PARAMETERS

The purpose of the pilot project is to test the concept of garden suites as a form of supportive housing for seniors. The main objectives and scope of the project are:

1. to design, manufacture/construct, place and operate up to six garden suites, with up to three in Lethbridge and up to three in the County of Parkland;

2. to establish and implement a joint provincial-municipal approval process for locating and controlling the use of the garden suites;

3. to evaluate and recommend on the appropriateness of garden suites as a housing option for elderly people in rural and urban settings and for different income groups, who require a degree of care and/or service, as well as conditions and procedures for implementing this housing option if appropriate; and

4. to remove the units after the conclusion of a three year demonstration and evaluation period as appropriate, or before, if the project must be abandoned for any reason, such as the departure of the occupant(s) of the garden suite(s).

Two key implications result from the project objectives. First, the temporary nature of the garden suites requires that the units be transportable and that unit occupancy be controlled. Also, the placement of a second dwelling unit, such as a garden suite, on a single family lot is constrained by current planning legislation. The principal focus of the project is to ascertain if the social benefits derived from garden suites warrant legislative changes and implementation guidelines to permit province wide application of the concept.

1.4 REPORT ORGANIZATION

The background and events leading up to the actual start of the garden suite pilot project are described in Section 2.0. Section 3.0 defines the project administrative and management structure put in place at the outset of the pilot project to bring it to realization. A synopsis of the key project conditions is provided in Section 4.0. These conditions are described in greater detail in Section 5.0 in terms of the key elements comprising the pilot project. The actual events which occurred as they relate to each of these elements are also documented in Section 5.0. Finally, Section 6.0 provides a capsule summary of the project up to the time of occupancy of the garden suite and outlines the next steps in carrying out the garden suite pilot project.

2.0 ORIGIN OF THE PILOT PROJECT

2.1 GENERAL

Interest in garden suites as a housing option for Alberta's elderly population started in the early 1980's. Such interest was expressed by various groups and organizations such as the Alberta Council on Aging and the Seniors Advisory Council, the manufactured housing industry through its association, and individuals looking for a viable option to provide suitable housing and care for elderly family members. More recently, interest was generated by such initiatives as the Ontario Portable Living Units for Seniors (PLUS) project, the Canada Mortgage and Housing Corporation (CMHC) Demonstration Project and the Saskatchewan Elder Suites program. These initiatives served to publicize, and were largely based upon, successful garden suite programs in Australia. In Australia, garden suites are referred to as granny flats.

The interest generated as a result of these various initiatives and programs resulted in the preparation of a discussion paper entitled "Issues Associated with the Development of Granny Flats in Alberta" by the Housing Planning Secretariat (Housing Division) of Alberta Municipal Affairs in June of 1986. The purpose of the discussion paper was "to examine the granny flat as a potential housing alternative for senior citizens in Alberta"...and to allow the Executives of Alberta Mortgage and Housing Corporation and Alberta Municipal Affairs to discuss this housing option and develop policy directives". The salient conclusions of that paper are summarized as follows:

- Granny flats appear to be an appropriate housing alternative for the dependent elderly.

- Granny flats may not be an appropriate term in that "granny" connotes a stereotypical, somewhat negative image and a status which is not a universal description of potential unit occupants.
- The success of such units as a viable housing option depends largely upon an agency's ability to deal with land use and unit occupancy issues in a sensitive manner.
- Granny flats should be designed to accommodate the housing needs of the frail elderly - the primary user group.
- There appears to be at least a limited demand for granny flats in Alberta, particularly in rural areas.
- A large scale granny flat program could have a significant impact on occupancy levels of other senior housing projects.
- Granny flats can provide subsidized and unsubsidized accommodation, for rent or purchase.
- Other provinces have proceeded with the development of granny flat pilot projects.

The foregoing conclusions are significant in that they have had a bearing on the decision to initiate the current garden suite pilot project and on its structure and objectives.

Continued interest in garden suites was evident throughout the remainder of 1986 and into 1987, in part resulting from the limited circulation of the "Issues" document and, in part, from the resulting increased awareness of the garden suite option.

Another initiative which increased awareness of garden suites was the National Garden Suite Demonstration Project. This

Project was initiated in 1987 at the national level by CMHC and the Canadian Manufactured Housing Institute. The project was implemented in Alberta due to support from the Manufactured Housing Association of Alberta and Saskatchewan, and the Innovative Housing Grant Program of Alberta Municipal Affairs. The purpose of the Demonstration Project was to design and construct a prototype garden suite for Alberta, and to display the unit to the public in order to gauge consumer acceptance of this housing form. A survey was administered to the viewing public in the numerous locations at which it was displayed throughout the summer of 1987. Survey results indicated a substantial interest in, and potential for, this housing form.

By fall of 1987, the Planning Services Division of Alberta Municipal Affairs was requested by the Housing Division to assist in examining garden suites as a housing option. The Planning Division's involvement came about, in part, as a result of a request from the Manufactured Housing Association to undertake a review of legislative provisions related to garden suites. Also, various Ministerial requests for responses to municipalities and individuals expressing an interest in garden suites were directed to this Division, as well as to the Housing Division. Some of this interest was generated by newspaper articles. Such articles were, and continue to be, a considerable force in generating local public and private sector awareness and interest in the garden suite concept. The various requests culminated in the preparation by the Planning Services Division of an information report entitled "Garden Suites in Alberta: A Preliminary Review of Planning Legislative Issues". The purpose of the report, prepared in November of 1987 by the Research and Development Branch of the Planning Services Division, was "to examine the planning legislative framework as it applies to the introduction of garden suites in Alberta". The conclusions of this report have had a major influence on the land use and planning approval process which has been undertaken to implement the pilot project and on the identification of the many issues the project must address. These conclusions are summarized as follows:

- A modification to Section 78 of the Planning Act would be required so that a garden suite could be placed on a lot as a second dwelling unit.
- The use of site-specific temporary land use bylaw to ensure the suitability of the site for the placement of the unit, to provide for public participation, and to ensure the temporary nature of the unit would be required.
- The current provisions for site planning control under the land use bylaw system could be adopted for garden suites.
- The degree of Provincial intervention required to complement the policy objectives of such a program would likely affect the tone of any enabling legislation.
- If private citizens were allowed to own the units, new enabling legislation would likely be required to address the assessment issue. If the units were to be owned exclusively by the public authorities, a decision would have to be made on the level of grant in lieu, if any, to be provided to the municipalities.
- The use of contract or agreement as a means to control occupancy and notification to prospective purchasers should be considered. Changes to current legislation may be required to allow the registration of the agreement on land title.

Many of the foregoing issues were discussed at the fall, 1987 Alberta Planning Board Seminar held in Airdrie, Alberta. A presentation was made by a representative of CMHC and the

Planning Director of the City of Lethbridge. The participation of the Lethbridge Planning Director is indicative of that City's early interest in, and commitment to, locally pursuing the garden suite as a seniors housing option.[1]

The Planning Services Division's Legislative Issues report, along with the Planning Secretariat's Issues document, also served as the basis for presentation and discussion at the April, 1988 Alberta Development Officers Association's Conference. The Planning Director for the City of Lethbridge was once again invited to accompany the Housing and Planning Services Division representatives. Presentations at the Conference enabled Alberta Municipal Affairs to gauge local municipal interest in and support of the garden suite concept, and in undertaking a demonstration project similar to those of other provinces.

The concept of undertaking a garden suite pilot project in Alberta began taking shape in April of 1988 with the preparation of the Draft Garden Suite Demonstration Project Terms of Reference. These initial terms of reference, prepared by the Planning Secretariat, considered such key project elements as: purpose of the project; administrative framework; project guidelines; development of the garden suite unit; administration of the unit; program costs; and evaluation. As a result of internal discussions within Alberta Municipal Affairs focussing on the draft terms of reference, certain key decisions were made by the executive of Alberta Municipal Affairs by mid May, 1988. These decisions were as follows:

- The Housing Division would assume the lead role in undertaking the garden suite pilot project.

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[1] *A brief description of the origin and events leading to the City's involvement as a key participant in the pilot project is provided in Section 2.2.*

- The Housing Division would rely upon the Planning Services Division to develop a strategy for dealing with regulatory and land use planning issues associated with the introduction of garden suites.

- The participating municipalities would include the County of Parkland and the City of Lethbridge.[2]

- The broad project parameters to be established with these municipalities were identified and evolved from the April draft terms of reference.

- A budget of approximately $300,000 would be required and pursued for the 1988/89 or 1989/90 fiscal year - likely the latter.

These decisions are critical in that they focus and "bring to a head" all previous discussions dealing with potential courses of action and approaches for undertaking the garden suite pilot project. They also represent a commitment on the part of Alberta Municipal Affairs to pursue in earnest the undertaking of such a project.

Initial discussions and negotiations with the City of Lethbridge and the County of Parkland commenced on May 19, 1988 and May 24, 1988 respectively. These discussions proceeded throughout late summer and the fall of 1988. The spring Provincial election focussed further attention on garden suites as one of several government initiatives to promote senior independence and the continued viability of the family unit.

By January 10, 1989, a "Request for Decision" for the Garden Suite Demonstration Project was submitted for the 1989/90 B Budget. The request for a capital budget of $240,000, plus other amounts for communications, architectural services and research, was approved in early 1989. By March 1, 1989, a project manager was appointed and a Departmental Working Group established. The Director of the Research and Development Section of Alberta Municipal Affairs Housing Division was appointed as project manager. The Departmental Working Group included the project manager and three other Departmental representatives. Two of these representatives were from the Housing Division and were selected to provide architectural input and policy and program input related to the care and service requirements of seniors. The third member represented the Planning Services Division, and was responsible for dealing with all land use planning and related regulatory issues. The approval of the requested budget, the appointment of a project manager, and the establishment of a Departmental Working Group, signaled the official commencement of the garden suite pilot project effective March 1, 1989.

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[2] *The background related to the County's involvement in the pilot project is documented in Section 2.3.*

2.2 THE CITY OF LETHBRIDGE AS A PARTICIPANT

The City of Lethbridge has long recognized and expressed an interest in investigating the garden suite as a viable housing option for the elderly. This interest is a result of three factors: a relatively large seniors population with concomitant progressive and active senior related organizations, such as the Lethbridge Housing Authority; a significant concentration of the province's manufactured housing industries being located within the City; and, a City government and administration which is responsive to the needs and aspirations of its senior population and is interested in the garden suite housing option.

The City's pursual of the garden suite option is documented by the following chain of events:

- September 21, 1987: Council passed a resolution that a citizen's request to explore the garden suite concept be filed and referred to the Planning Department for further consideration and report.

- October 5, 1987: The Planning Department recommended that Council request the Minister of Municipal Affairs to:

  - establish a committee or task force to investigate the 'garden suite/granny flat' concept and its possible applications in the province, including a review of enabling legislation;
  - invite participation on such a committee of the appropriate federal authorities e.g. CMHC, and representation from the province's municipalities; and,
  - consider a demonstration project in a select number of Alberta municipalities, including Lethbridge.

- October 5, 1987: Council passed a resolution accepting the recommendations of the Planning Department and that an appropriate request be forwarded to the Minister.

- November 27, 1987: The Minister responded to Council's request that although Lethbridge offered an appropriate location to undertake a demonstration project, it was premature to commit to such a project but that its feasibility was under investigation.

As a result of these initiatives, by May of 1988, it was decided that Lethbridge would be one of the two locations of a pilot project if it received budget approval. Discussions between Alberta Municipal Affairs and the City of Lethbridge commenced that same month. As a result of keen interest and representation to the City and the Minister, the Lethbridge Housing Authority was invited to participate. The Authority's participation appears logical in light of its role as a management agency for Alberta Mortgage and Housing Corporation (AMHC) self-contained seniors lodging and other types of subsidized housing accommodations.

Discussions between the key participants continued throughout the fall of 1988. As a result of these discussions, City Council passed a resolution on November 14, 1988 which cemented the City's commitment to, and direct involvement in, the garden suite pilot project. The resolution was approved pending provincial funding availability. As such, with the approval of the 1989/90 Provincial budget request for the pilot project, Lethbridge became one of two municipal project participants.

2.3 THE COUNTY OF PARKLAND AS A PARTICIPANT

As was the case with the City of Lethbridge, the County of Parkland was aware of, and had exposure to, the garden suite concept well before approaching Alberta Municipal Affairs and commencing any form of discussion regarding participation in the pilot project. The County has long had to grapple with requests for a second dwelling on a single parcel for a number of purposes, including the housing of a senior family member. The semi-rural pattern of subdivision of much of the County, with parcel sizes ranging from 1.2 hectares (3.0 acres) to 32 hectares (80.0 acres), is largely responsible for the preponderance of such requests. As such, County officials took the initiative to contact the Housing Division of Alberta Municipal Affairs in the spring of 1987 and requested the County be considered as an appropriate location for a pilot project. By May of 1988, the County had been selected as one of two municipalities for participation in the project. Discussions between Municipal Affairs representatives and the County commenced in June.

In the meantime, the Meridian Foundation of Stony Plain also was pursuing the concept of undertaking a garden suite pilot project. The Foundation, at its regular meeting on June 14, 1988, passed a resolution to make an application to the Federal Government through Health and Welfare Canada which would assist in "promoting the independence of our senior citizens". The application would be to pioneer the garden suite concept as a means of "keeping seniors out of institutions and in the community". An unsolicited proposal from a consultant to "Develop an Application for Federal Funding to Pilot the Concept of Garden Suites in the County of Parkland for the Benefit of All Canadians" may have helped to spur Foundation interest and action. The Foundation advised the Minister responsible for Housing and Native Programs of its resolution on June 17, 1988. At the same time, the Foundation requested assurance that "this type of project is within its mandate" and that political support would be provided. In his response of June 24, 1988 to the Foundation Chairman, the Minister indicated that such a project was within the Foundation's mandate. He further advised of the pilot project already under consideration by Alberta Municipal Affairs, and of the County of Parkland's anticipated participatory role in that project. The Minister strongly encouraged the Foundation to contact the County prior to submitting an application to Health and Welfare Canada to help ensure a coordinated, community-based approach to introducing the garden suite concept. The Foundation discussed the pilot project with representatives of the Housing Division of Alberta Municipal Affairs and, in September of 1988, decided to pursue the pilot project in concert with the County and the Province. A steering committee was established to further pursue the matter.

The initial meeting of the steering committee, comprised of County, Foundation and provincial representatives, took place on December 13, 1988. By the time the pilot project was officially started in March of 1989, the committee had discussed and structured preliminary project parameters.

3.0 PROJECT MANAGEMENT

The management structure officially established to implement the garden suite pilot project consists of four committees: a steering committee and working committee each for Lethbridge and Parkland. Superimposed on, and linking into this structure, is the internal Departmental Working Group noted in Section 2.1, comprised of the project manager and three additional members providing expertise in various project elements. As was previously stated, the project manager and two of the three remaining members are representatives of the Housing Division of Alberta Municipal Affairs, reflecting that Division's responsibility for taking the lead role in the project. The third member is a representative of the Planning Services Division of Municipal Affairs who provides advice on land use planning and regulatory issues.

The steering committees were charged with generally overseeing the pilot projects in each respective municipality and handling certain negotiations between the participatory parties. This role is reflected in the senior bureaucratic and political makeup of the steering committee's membership.

The ongoing role of the working committees is to coordinate and execute the multitude of elements involved in project implementation in each of their respective locations. In other words, the working committees are charged with "making the project work". The working status of these committees is reflected in its membership structure. The internal Departmental Working Group was, and continues to be, responsible for the day to day management and administration of the pilot project, and forms part of both the Lethbridge and Parkland Working Committees.

The management structure for the implementation of the garden suite pilot project is summarized on the following tables. The representation from Alberta Municipal Affairs on the steering and working committees is common to both Lethbridge and Parkland. The individual members of each of the four committees are listed in Appendix I.

It is interesting to note that, although a similar management structure was put in place for both Lethbridge and Parkland, the interrelationships between each group of committees, and the manner in which they functioned, differed substantially between the two locations. The different functional approaches can be attributed to doing "what worked best locally to get the job done", or in other words, to expedite the implementation of the pilot project. In the case of Lethbridge, the steering committee seldom met, and only at the very early stages of the project. The working committee was charged with all responsibility of overseeing the project and bringing it to reality. Nevertheless, appropriate steering committee members were contacted to get approval and/or consensus at key decision points, particularly in relation to financial responsibilities. In Parkland, the two committees have joined forces for practical purposes and essentially function as a single group.

CITY OF LETHBRIDGE

Steering Committee

Alberta Municipal Affairs	1. Executive Director-Planning Secretariat Housing Division
	2. Executive Director Financial Assistance and Research Branch
Lethbridge Housing Authority	3. Administrator
City of Lethbridge	4. City Manager
	5. Development Services Manager

Working Committee*

Alberta Municipal Affairs	1. Director-Research and Development Section Housing Division (project manager)
	2. Research Project Manager-Research and Development Section Housing Division
	3. Manager Policy Program Development Planning Secretariat Housing Division
	4. Senior Planner Research and Development Branch Planning Services Division
Lethbridge Housing Authority	5. Administrator
City of Lethbridge	6. Planning Superintendent Planning Department

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* *Alberta Mortgage and Housing Corporation (AMHC) representatives also were involved with the working committee but attended only some of the meetings.*

COUNTY OF PARKLAND

Steering Committee

Alberta Municipal Affairs	1. Executive Director-Planning Secretariat Housing Division
	2. Executive Director-Financial Assistance and Research Branch
Meridian Foundation	3. Chairman of the Board
	4. Board Member
	5. Board Member
County of Parkland	6. County Commissioner
	7. Director of Corporate Planning

Working Committee*

Alberta Municipal Affairs	1. Director-Research and Development Section Housing Division (project manager)
	2. Research Project Manager-Research and Development Section Housing Division
	3. Manager Policy Program Development Planning Secretariat Housing Division
	4. Senior Planner Research and Development Branch Planning Services Division
Meridian Foundation	5. Chairman of the Board
County of Parkland	6. Manager-Planning Services

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* ***Alberta Mortgage and Housing Corporation (AMHC) representatives also were involved with the working committee but attended only some of the meetings.***

4.0 KEY PILOT PROJECT CONDITIONS

The parameters and conditions for the garden suite pilot project were developed over a relatively short time period. Although preliminary conditions for a potential pilot project were outlined as early as April, 1988, based largely upon the Ontario PLUS project, formulation and development of more detailed parameters and conditions did not commence in earnest until late 1988/early 1989, in anticipation of submitting a Request for Decision for pilot project budget approval. Working sheets were prepared at this time which listed the important project items or parameter/condition categories, some options for each based upon work done previously and space for comments and decisions.

With the approval of the budget and the official commencement of the project in early March, 1989, the Departmental Working Group undertook to prepare a comprehensive set of project condition options by mid March. On the basis of these parameters and conditions, detailed discussions and negotiations with the appropriate committees of each participating municipality commenced in that same month.

By July 1989, the project conditions were finalized and ready for inclusion as part of Attachment A of the Provincial/Municipal Agreements. The finalized conditions are extremely critical to the pilot project in that they clearly define what the project is intended to achieve, how it will be achieved, and who is responsible. Further, they cover all aspects of the pilot project and constitute the project "game plan". As such, they provide a focus for much of the project evaluation. The condition categories developed are as follows:

A. Basic Project Parameters
B. Occupant Eligibility

C. Owner Eligibility
D. Licence (Between Owner and Province)
E. Unit Design
F. Unit Construction
G. Unit Foundation
H. Site Utilities and Services
I. Siting and Site Design Requirements, Guidelines and Standards

The significant conditions under each category are highlighted and discussed according to the appropriate project element in Section 5.0.

As was previously noted, the final conditions for Lethbridge and Parkland are contained in Attachment A of the Provincial/Municipal Agreements (see Appendix VII). The agreements themselves are discussed in Section 5.4. The conditions agreed upon for Lethbridge and Parkland are similar but some differences do exist. These differences in conditions are identified and discussed below:

1. **Cost Sharing**

Lethbridge: The City of Lethbridge agreed to pay for the preparation of the sites to receive the units, the extension and connection of all required utilities, appropriate landscaping and walkways around the unit, as specified in the site plan and agreed to by the City, and restoration of the site to an appropriate degree upon removal of the unit at the end of the demonstration project.

Parkland: The County of Parkland agreed to make a general contribution of $5,000 towards the project costs.

Discussion: Although the pilot project is primarily sponsored by Alberta Municipal Affairs and all capital costs were to be assumed by the province, as a gesture of goodwill and demonstration of commitment, some cost sharing was agreed upon. The two municipalities opted for different approaches towards cost sharing. In Lethbridge, the City agreed to assume all costs as noted. In Parkland, a general contribution towards total project costs was agreed upon.

2. Occupancy Eligibility

Lethbridge: The project is limited to people 55 years of age or older.

Parkland: The project is limited to people 65 years of age or older.

Discussion: In Parkland, it was agreed that the 65 year old age parameter was reasonable. In Lethbridge, the Housing Authority requested that the age cut off be 55 years in order to gauge demand over a wider age spectrum.

3. Unit Address and Mail Delivery

Lethbridge: The City of Lethbridge agreed to provide a street address for the garden suite which is separate from the host residence if requested by the occupant, and assist with arrangements for mail delivery to a mail box located near the street.

Parkland: The garden suite will have the same address as the host dwelling and the occupants will arrange for their mail to be deposited in the same mail box as that of the host family.

Discussion: The major reason for the difference in the address and mail delivery condition stems from the urban versus rural nature of the municipalities, and the addressing and mail distribution systems employed in each. In other words, a separate address and mail box may be more feasible in an urban area and, at the same time, provide an added measure of independence to the occupant.

4. Site Coverage Requirement Standards

Lethbridge: The lot coverage shall not exceed the existing 45% limit unless otherwise permitted by the City of Lethbridge.

Parkland: The County agreed to waive the minimum unit size requirement.

Discussion: The difference once again reflects the urban versus rural nature of the two municipalities and, accordingly, the different stipulations which each land use bylaw contains.

5. Setback Requirements

Lethbridge: The setback requirements include the following restrictions unless otherwise permitted by the City of Lethbridge:

a) not be located in the front yard;
b) maintain a minimum site yard setback of 1.2m;
c) maintain a rear setback from rear parcel line of:
    i) 0.6m when there is a lane
    ii) 1.2m when there is no lane and the garden suite has a blank wall facing the rear parcel line

iii) 3.0m when there is no lane and the garden suite has a window opening in the wall facing the rear parcel line

d) have a minimum separation distance of 2.4m from all other buildings on the same parcel or site;

e) where lot and setback requirements allow alternate unit locations, the unit shall be located to minimize shadows on adjacent properties.

Parkland: The setback requirements include the following restrictions unless otherwise permitted by the County of Parkland:

a) the existing municipal side, front and rear yard setbacks will be retained;

b) the separation between the garden suite and the host residence shall comply with the Provincial Fire Code;

c) where lot and setback requirements allow alternate unit locations, the unit shall be located to minimize shadows on adjacent properties.

Discussion: The inherent differences in size and location of lots between the urban and rural municipalities is clearly evident in the differences dealing with setback requirements. In Lethbridge, it is stated that the garden suite shall not intrude onto the front yard, and existing side yard requirement will be maintained. The rear setback requirements are the same as those stipulated in the land use bylaw for a garage where a lane exists, and ensure maximum privacy. Separation from other buildings conforms to existing City building codes for fire safety purposes. In the County, the setback requirements reflect the considerable flexibility afforded by the large rural and semi-rural, acreage lots. Although not stated in the conditions, the County would prefer garden suites not be located in the front yards of acreage subdivisions.

6. Parking

Lethbridge: Parking for occupant cars should be conveniently located preferably on the host lot. This requirement may be waived by the City.

Parkland: Parking spaces for occupant vehicles should be provided in a convenient location.

Discussion: Parking needs may be more difficult to meet in urban areas and may conflict with parking regulations.

7. Walkways

Lethbridge: Walkways will be provided to connect the host unit with the host dwelling, parking area, garbage pick-up, and the street.

Parkland: Walkways connecting the garden suite with the host dwelling shall be provided.

Discussion: The differences with respect to the foregoing two conditions further demonstrate the unique siting requirements and standards which apply to urban versus semi-rural parcels or acreages.

8. Restrictive Covenants

Lethbridge: No condition.

Parkland: The garden suite placement, materials and design must respect any existing restrictive covenants with which the owner has already agreed.

Discussion: This condition was added only to the Parkland agreement because of the existence of restrictive covenants on a number of subdivisions located within the County.

5.0 KEY PROJECT ELEMENTS

5.1 THE OCCUPANT AND HOST FAMILY

The process for selecting the occupants and host families for the garden suites is described in two phases. The first phase is referred to as the preapplication phase, and the second as the application solicitation and selection phase.

5.1.1 Preapplication Phase

The sponsors of the garden suite pilot project recognized early that the selection of suitable occupants and host families was a critical factor in evaluating the merits of the garden suite concept as a housing option for seniors. Eligibility criteria developed for selection are listed in Attachment A of the Provincial/Municipal Agreements. The criteria focus on two critical elements including the occupant and the homeowner. The criteria developed for each element are summarized below.

1. **The Occupant**

    - The occupant must be elderly (55 years of age or older in Lethbridge and 65 years of age or older in Parkland).

    - The occupant must have a child or grandchild in Parkland or Lethbridge who is a homeowner and is eligible to participate in the project as the occupant's host family.

- The occupant must require some degree of care and service from the host family in order that the philosophy of the garden suite concept can be tested.[3]

2. The Homeowner

- The homeowner's property must be large enough to not only accommodate the garden suite, but to allow appropriate placement as defined by the siting criteria developed by each municipality.

- The garden suite occupant must be a parent or grandparent of the homeowner.

- The homeowner must be able and willing to provide the care and service required by the garden suite occupant.

- The homeowner must be prepared to enter into a lease/occupancy agreement for the garden suite with the province. This agreement is described in Section 5.4. Included in the agreement is the rent requirement which is the obligation of the homeowner.

The rents being charged for all units are $400 plus utilities. The rents were calculated on the basis of estimated project recovery cost and market rents. A number of subsidy alternatives were considered. Alberta Municipal Affairs decided, with the agreement of other project sponsors, that the more universal Senior Citizen's Renters Assistance Program (SCRAP) would be available to garden suite occupants. This program allows for a rent subsidy of up to $1,200 per year for all eligible applicants.

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[3] *The philosophy of the garden suite concept in Alberta is that the elderly occupant will benefit from the close proximity of family members who are ready and willing to provide some degree of supportive medical and/or lifestyle care and service.*

The eligibility criteria served as the basis for the development of appropriate application forms and fact sheets. The fact sheets also provided general explanatory information about the garden suite concept and the pilot project as well as information on application procedures. Separate fact sheets and application forms were developed for use in each sponsoring municipality. However, the contents and format are essentially the same. Final wording of the fact sheet materials was approved by May 15, 1989. Sample fact sheets and application forms for both Lethbridge and Parkland are included in Appendix II.

In addition to the standard Garden Suite Pilot Project Application form, the Lethbridge Housing Authority required that all applicants have a physician complete a medical information form. The form was prepared by the Authority for use in the selection and screening process and also is included in Appendix II.

5.1.2 Solicitation and Selection Phase

The application solicitation and selection phase began with a news conference on the pilot project held by the Minister of Municipal Affairs and the key project sponsors in Lethbridge on May 19, 1989 and in Parkland on June 12, 1989. Memoranda of Understanding related to the garden suite pilot project were signed at that time by the Minister and the local senior municipal official.

A comprehensive advertising campaign was undertaken in both municipalities which included numerous newspaper notices in local papers and encouragement of media coverage. As a result, several stories appeared in the local daily newspapers and numerous radio and television reports were aired. Appropriate fact sheets were widely distributed in the two municipalities to seniors lodges, senior drop-in centres, community facilities and municipal offices. The address and telephone number of the respective housing authority or foundation were shown on the fact sheets. The fact sheets stated that application forms for those interested in participating in the project were available from the appropriate local agency (Lethbridge Housing Authority or Meridian Foundation). The closing dates for applications in Lethbridge and Parkland were shown as July 6, 1989 and July 14, 1989 respectively. The following points document the key events of the application solicitation and selection phase in each municipality.

Lethbridge

- Seven completed applications were submitted to the Lethbridge Housing Authority by the July 6 closing date.
- The Lethbridge Working Committee met that same date to review and undertake a preliminary assessment of the seven applicants. At that meeting, it was decided that the Lethbridge Housing Authority committee representative would conduct home visits, interview each of the applicants and obtain the physician's assessment through information provided on the Medical Information Form. It was also decided to hold an informal information meeting for all applicants on July 13. Final assessment would be undertaken by the committee on July 14.
- The necessary home visits were undertaken and the medical assessment information was obtained prior to July 13.
- The July 13 information meeting was held. At that meeting, the applicants were provided with detailed information about the project including information about:

- homeowner's agreement (rent, insurance, security deposit)
- Senior Citizen's Rental Assistance Program (SCRAP)
- garden suite designs
- property tax
- unit installation and removal
- land use planning and approval process

The rent was specified as being about $400 per month and a $70 security deposit was suggested by the working committee. Although the meeting was appreciated by all that attended, two applicants withdrew in that they felt the living arrangements of the garden suite concept was not appropriate for their needs.

o The working committee met again on July 14 to assess and rank the remaining five applicants to determine those most suitable for participation in the pilot project. The eligibility assessment criteria which were used are those identified as such in the Provincial Municipal Agreement and discussed in Section 5.1.1. The criteria focussed on the appropriateness of the occupant, the owner and the site. The ranking factors in terms of occupant and homeowners focussed on health and service/care requirements and willingness to provide same. A "fit factor", defined as the degree of compatibility between the occupants and homeowners, also was considered in the ranking process.

o Between July 14 and 19, three of the remaining five applicants withdrew. Insufficient and/or not suitable yard space was sited as the reason for withdrawal in two of the three cases. In the third case, the applicant withdrew because, upon further consideration, the garden suite concept was premature for her needs. She wanted to maintain her existing level of independence and was not in need of family care or support.

- In view of the small number of prospective participants, the committee decided to readvertise for applicants and establish a new deadline of September 8, 1989. Once again, an extensive advertising campaign was undertaken. The project objective was for three units in Lethbridge and only two applicants remained.

- In spite of the efforts of the Lethbridge Housing Authority to generate local interest and awareness, no further applications were submitted.

Parkland

- In the County of Parkland, five applications were received by the July 14 closing date.

- By the July 19 meeting of the joint steering/working committee, County officials had investigated the five proposed sites and identified constraints on some. However, at this point in time, the prospective occupants and homeowners had not been interviewed or assessed by the Meridian Foundation.

- The appropriate interviews and assessments were completed by August 21. One of the five applicants did not appear for the interview and ignored all efforts to contact him. As a result, only four applications were contemplated for assessment. None of the four remaining applicants considered the rent quoted to be a major problem as long as they were eligible for SCRAP. However, one of the applicants, a couple, were concerned about the appropriateness of the design and requested a two bedroom unit. The application was subsequently withdrawn since their request was not feasible on the basis of the project conditions.

- At the September meeting of the steering/working committee, the remaining three applicants were considered to be appropriate participants. Two additional late applications had been submitted and the committee agreed to contemplate these in the event that one of the three applicants approved for the project decided to withdraw. In fact, one of the three initially approved did withdraw (because of low interest by the prospective occupant and difficult site conditions) and the most suitable of the two late applications was assessed and approved in their stead.

- The property of one of the three approved Parkland applications subsequently proved to be encumbered by a restrictive covenant which effectively precluded the placement of a single-wide manufactured unit on the parcel. Although the applicant was given an opportunity to remove or alter the covenant, they preferred not to do so and officially withdrew their application October 31. Like Lethbridge, Parkland was left with only two approved applicants at that time.

It is interesting to note, that in spite of all the initial interest expressed in the garden suite concept and the pilot project itself in both Lethbridge and Parkland, by October, 1989, the project was only able to identify two suitable applicants instead of the three originally proposed for each location. In Lethbridge only two applicants were actually interested in proceeding. Fortunately, they met the eligibility criteria. In Parkland, a third applicant came forward to replace the late withdrawal. The applicant, who is 64 years old, meets all eligibility criteria excepting that of age. The steering/working committee agreed to waive the 65 year old age condition in order to allow this application to proceed. The land use planning and approval process outlined in Section 5.2 has been implemented and, in late March, the application was approved.

5.2 LAND USE AND PLANNING APPROVAL

5.2.1 General

The land use planning and approval approach used to implement the garden suite pilot project is based upon four key principles. These principles were established early on by the appropriate committees in each municipality and are common to both. The principles are included in Attachment A of the Provincial/Municipal Agreements described in Section 5.4 and are listed below:

1. *The approach used in the pilot project should be similar to the approach likely to be used in the future if the pilot project results in a new program.*

2. *The approach should operate within the current planning framework and norms.*

3. *The approach should ensure a degree of public participation.*

4. *The approach should preserve the municipalities' (traditional) control over land use.*

Although the foregoing principles are common to both municipalities, the primary land use regulatory mechanisms applied in each differ somewhat. The major and most significant difference in terms of planning approach taken, is that Lethbridge chose to amend its Land Use Bylaw to permit garden suites and to then request a waiver of Section 78 of the

Planning Act once a development permit was issued, while Parkland chose to issue development permits on the basis of a Ministerial Order which designated the garden suite sites Innovative Residential Development Areas (IRDA) under Section 149 of the Act. The Order automatically waives the second residence restriction noted in Section 78 and does not require an amendment to the bylaw. The reason for the Parkland approach, as opposed to the more traditional bylaw amendment approach which was used in Lethbridge and was originally proposed for both communities, was basically one of timing. Parkland was in the process of preparing a new comprehensive land use bylaw at the time that an amendment to permit garden suites would have been required. The public hearings for the new bylaw had already been undertaken. In order to further amend the bylaw to allow for garden suites, a second round of public meetings throughout the County may have been required. Logistically, therefore, the County considered it more expedient to apply the IRDA approach rather than the bylaw amendment approach. The latter approach is more in keeping with principle #2 and was originally proposed to be used in each jurisdiction.

The similarities between the approaches used in each municipality relate to principles #3 and #4. A tea party was held for each eligible applicant in each municipality to ensure maximum public participation as stipulated in principle #3. The tea parties augmented the prescribed legislative public participation requirements. In terms of principle #4, local land use planning control is decreed through the issuance of development permits by the municipality. Such permits were issued by both Parkland and Lethbridge prior to actual garden suite development occurring. The primary land use regulatory methods used for each sponsoring municipality are again included in Attachment A of the Provincial/Municipal Agreements. These mechanisms are listed in the sections which follow along with the actual sequence of events which took place.

5.2.2 Lethbridge

The following regulatory mechanisms were agreed upon and used in the City of Lethbridge to implement the garden suite pilot project in that municipality. These mechanisms correspond to the initial approach proposed by the Departmental Working Group for both Lethbridge and Parkland in that it reflects normal planning practices and can operate within the existing planning framework. The mechanisms are quoted from Attachment A of the Provincial/Municipal Agreements.

1. **Land Use Bylaw**

   Lethbridge will enact a land use bylaw amendment allowing garden suites as a discretionary use subject to approval of exemptions by the Alberta Planning Board under the Planning Act.

2. **Development Permit**

   The placement of individual garden suites will be achieved through granting by Lethbridge site specific development permits for the temporary placement of garden suites in accordance with agreed project conditions.

3. **Section 78 of the Alberta Planning Act**

   The Alberta Planning Board will grant an exemption under Section 78 of the Planning Act for the pilot project sites to allow the garden suites on each lot in accordance with agreed project conditions.

The actual events which occurred are as follows:

1. Land Use ByLaw

- An amendment to the bylaw to permit garden suites as a discretionary use in residential land use districts was drafted and given first reading by City Council on May 1, 1989. The amended bylaw defines garden suites as a temporary dwelling unit which **complies with the Garden Suite Pilot Project.**

- Newspaper notices advising of the proposed bylaw amendment and the time, date and place of the public hearing to be held in respect of the amendment were printed on May 13 and 20. The Planning Act, under Section 139, requires that appropriate notice of an amendment and the related hearing be included in two consecutive issues of a local newspaper.

- A public hearing was held on May 29, 1989 as part of the regular Council meeting. No one attended. Council gave the proposed bylaw amendment second and third readings that same date. The relevant sections of the Lethbridge Land Use Bylaw as amended is contained in Appendix III.

2. Tea Parties

- Although the project was to have approved and placed three units in the City of Lethbridge, only two suitable applications were received as was discussed in Section 5.1. Tea parties were held in July for the successful applicants. The purpose of the tea parties was to inform the applicants' neighbours of the project and of the intention to place the garden suite unit on the applicants' lot, as well as to respond to any questions or concerns they may have. Although personal invitations were issued to all property owners located adjacent to the applicants' properties, no one attended.

3. Development Permits

- Applications for site specific development permits for the temporary placement of the garden suite were submitted. The applications wee submitted after the tea parties were held. The applicant in both instances was the Lethbridge Housing Authority. Because the Authority would be responsible for managing the units, as described in Section 5.4, the City issued the permits to the Authority.
- The development permits were approved by the Municipal Planning Commission (MPC) and issued to the Authority on October 17, 1989. The approval was conditional on the waiver of Section 78 of the Planning Act. The MPC meeting was public in order to allow any input from concerned or affected parties. Notice of the MPC decision was printed in the local newspaper the following Saturday (October 21) as per standard procedure. No appeals were received.
- The City applied to the Alberta Planning Board for a waiver of Section 78 of the Planning Act for the two affected parcels on October 19, 1989. The Board issued the required Orders on October 27. A copy of the Board Order is contained in Appendix IV.

5.2.3 Parkland

The following implementation approach was agreed upon and used in the County of Parkland to implement the garden suite pilot project and is quoted from Attachment A of the Provincial Municipal Agreement:

1. *The three selected applicants will apply to the Municipality's Municipal Planning Commission for Development Permits.*

2. *The Municipal Planning Commission, upon receipt of the applications, will notify the Minister who will in turn ratify a Ministerial Order which will declare the three sites to be Innovative Residential Development Areas under Section 149 of the Planning Act provided that in each instance, the applicant and site comply in all respects with the requirements of this project. This Ministerial Order will waive the second residence, and other provisions of the Land Use Bylaw to allow the Municipal Planning Commission the discretion to approve the development permit applications.*

3. *The Municipality, the Foundation and the Minister will hold an informal meeting (tea party) for each application, preferably at the residence of the applicant. The purpose of this meeting is to inform the applicant's neighbours about the project and to respond to questions and concerns which they may have.*

4. *The Municipal Planning Commission will then convene a meeting to consider the development permit applications for garden suites. The Municipal Planning Commission will issue its decisions in the normal fashion. At the time of issue of the decisions, the Municipal Planning Commission will follow all normal operating procedures including the giving of public notice of any approved permits.*

The actual planning related events which occurred in the County of Parkland to implement the pilot project are listed below:

1. Tea Parties

- o Tea parties for the three applicants selected for participation in the pilot project were held in late September of 1989. Notices to all adjacent and/or nearby property owners were issued one week prior to the party date. In the case of acreage subdivisions, every property owner located in the affected subdivision was invited. All the parties were held in the applicant's home. Although three applicants were being seriously considered at the time, as was previously noted, one of the applications was withdrawn in October because of a restrictive covenant affixed to the title which precluded a second dwelling being placed on any parcel located within the applicant's subdivision. Nevertheless, the tea party was held and was relatively well attended.

- o Two of the three tea parties were reasonably well attended by neighbours. Six households were represented at one and four at the second. The applicants lived on sites located in semi-rural country residential acreage subdivisions. The unattended tea party was for a four hectare (ten acre) parcel located in a predominantly rural area with surrounding parcels ranging from 16 hectares (40 acres) to 65 hectares (160 acres) in size.

- o Questions and comments arising from the neighbours focussed upon the following issues:

  - impact on property tax and assessment;
  - basis of calculation of the rental charge;
  - future prospects;

- actual unit location vis a vis the host family's dwelling and other adjacent homes.

In one instance, the proposed specific site of the unit was altered slightly to alleviate the neighbour's concern about sight line and visibility from the neighbour's kitchen window.

o Most of the feedback from those attending the tea parties was positive, particularly once the project parameters were described and drawings and perspectives of the unit were provided.

2. Development Permits

o Applications for development permits to place the garden suite units were submitted by the two approved host families to the County of Parkland. The applications were submitted after the tea parties and were considered by the MPC on September 27, 1989. They were approved conditional upon ratification of a Ministerial Order which would declare the two sites to be Innovative Residential Development Areas (IRDA) under Section 149 of the Planning Act. Normal development permit procedure was followed and notice of the approved permits was printed in the local circulating newspaper. In addition, notices regarding the right to appeal the MPC decision were issued to the same affected property owners which had been invited to the tea party. No appeals were submitted.

The County MPC advised the Minister of their decision and requested that each of the sites be declared an IRDA. The IRDA Order for each site was ratified November 7, 1989. Once again, the Order effectively waived Section 78 of the Planning Act and all provisions of the Land Use Bylaw. A copy of the IRDA Order is included in Appendix V.

5.3 THE UNIT

This section describes the process and events which occurred in the development of the garden suite unit itself. The process involves four phases:

- The Predesign Phase
- The Design Phase
- The Tendering and Construction Phase
- The Unit Placement Phase

5.3.1 Predesign Phase

Draft terms of reference for architectural services were prepared in early March of 1989, shortly following the official March 1 start of the pilot project. The initial terms of reference were further refined as part of the preparation of the key project conditions and provided input into those conditions, particularly in the categories of unit design/construction, unit foundation and unit utilities and services. By March 31, the terms of reference for architectural services were finalized and are contained in Appendix VI, *Design and Construction Consultancy Terms of Reference*. A request for proposals, on the basis of the terms of reference, was sent to four architectural firms. By April 18, 1989, the Edmonton firm of Stephens Kozak Architects Ltd. was selected to undertake the work and a contract was awarded to that affect shortly thereafter.

The terms of reference for the Design and Construction Consultancy contract required that the following six objectives be achieved:

1. *To review documented information provided by the Department on prototypical garden suite designs, construction techniques, foundations, services, siting criteria and site preparation guidelines.*

2. *To prepare design drawings, working drawings and technical specifications as appropriate for:*

   a) three unit designs noted below and in accordance with design criteria provided,
   b) construction by either mobile, modular or panelized construction methods,
   c) proposed foundation systems, and
   d) proposed methods for providing services to the unit.

3. *To prepare cost estimates for each unit design in place and ready for occupancy and for the removal and replacement of the units.*

4. *To prepare, circulate and evaluate tenders for the construction and placement of the units.*

5. *To prepare plans for each of the selected sites and plans for the placement of the units.*

6. *To supervise the production of units as required, the site preparation work and the placement of units.*

The three prototype unit designs indicated in objective #2 were:

- a square footprint home similar in general concept to the PLUS units used in Ontario;

- a rectangular footprint home similar to the unit exhibited in Alberta by the Manufactured Housing Association of Alberta and Saskatchewan as their contribution to the National Garden Suite Demonstration (NGSD) Project; and

- an "L" shaped home similar to the unit exhibited in B.C. during the NGSD project.

The basic unit design conditions define the garden suite as a portable living unit consisting of approximately 50 square metres (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen. The unit will also contain a refrigerator and stove, a laundry area plus such closets and storage as are appropriate.

The design criteria reflect the Alberta Building Code and other requirements to better meet the special needs of the elderly client group and to contribute to their independent well-being. For example, to accommodate those seniors who are frail and/or have limited mobility, the units were designed to permit wheelchair accessibility, and floor mounted or wall mounted grab bars and handrails in washrooms were called for if required. Also, windows with lever type handles at the bottom sill were provided. In addition, the units were designed with more storage space than previous garden suites in response to occupant feedback obtained from the Ontario experience.

The terms of reference also required that the architects ensure the units be architecturally pleasing by using a generic exterior compatible with the general range of Alberta residential finishes. This treatment was to apply to the "skirting" as well. The intent was to ensure that the units did not resemble traditional mobile home units but, rather, that they be more cottage-like in appearance. The inclusion of a covered porch was a condition intended to further improve the appearance and liveability of the units.

5.3.2 Design Phase

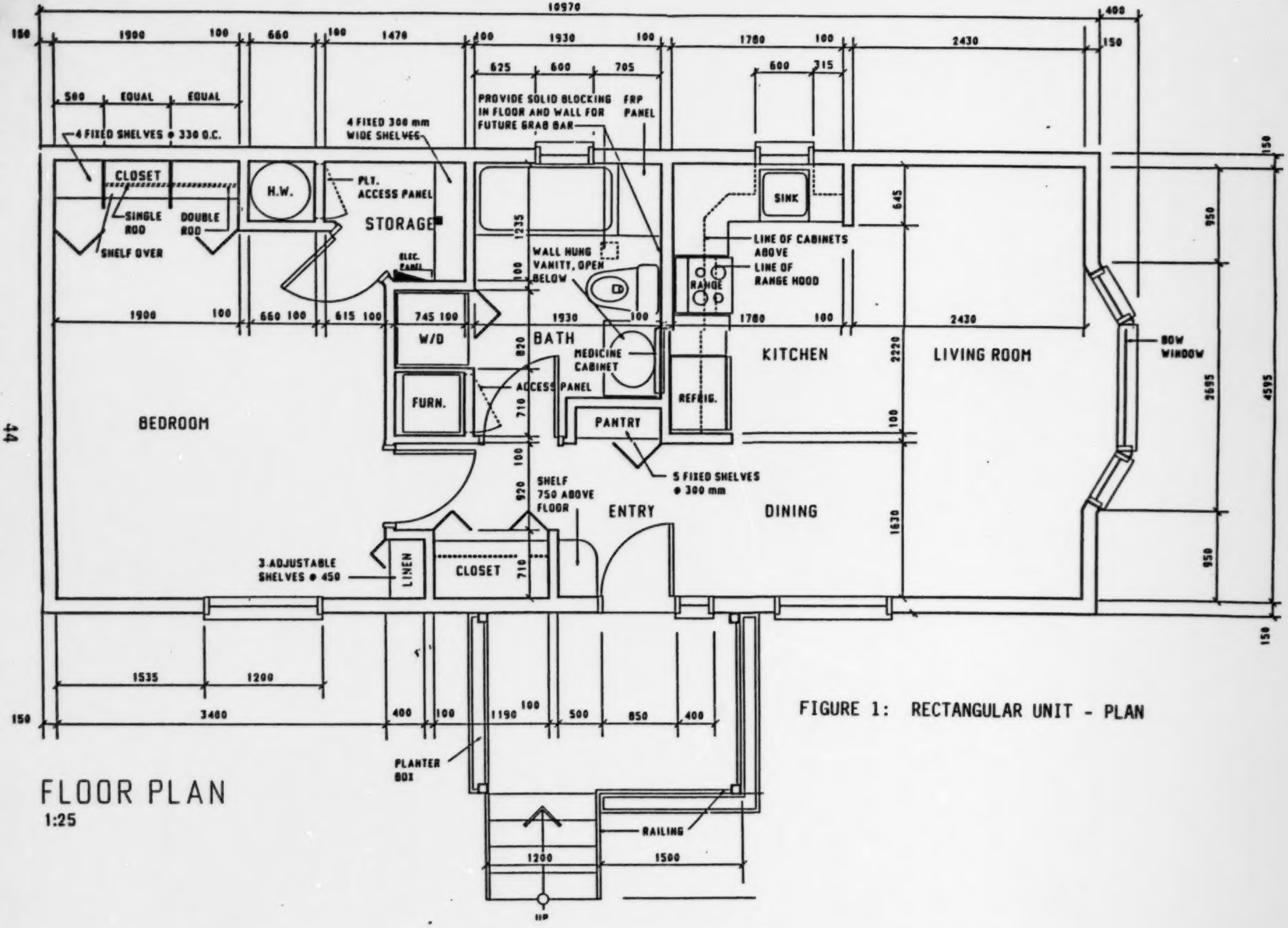
The design phase involved objectives #1, #2 and #3 of the Design and Construction Consultancy Terms of Reference. The architect reviewed and refined the three unit designs on the basis of the required changes and conditions. Strategies for unit foundations and servicing were prepared to be customized upon final site selection. These designs and strategies, along with unit cost estimates, were submitted for review by mid July. The respective committees in both Lethbridge and

Parkland undertook the necessary review. Comments and concerns were returned to the architects. The designs were refined and finalized, and generic working drawings were prepared and submitted in late July. Further review and refinement carried on into August.

During the course of the design phase, the square-shaped unit was eliminated from further consideration for two reasons. First, when some of the prospective applicants were provided the opportunity to examine the design drawings at informal information sessions held in Lethbridge in July, they considered the square-shaped unit design to be the least desirable of the three. This view was generally shared by applicants in the County of Parkland and the Parkland Steering Committee. Second, the cost estimates prepared by that time concluded that the square unit was the most expensive of the three designs ($33,800 for the square unit, $26,800 for the rectangular and $29,900 for the L-shaped). These two factors, combined, warranted the elimination of the square-shaped unit. Drawings of the rectangular and L-shaped units are shown in Figures 1 to 6 on pages 44 to 49. Generic working drawings for tender purposes were prepared on the basis of these finalized designs.

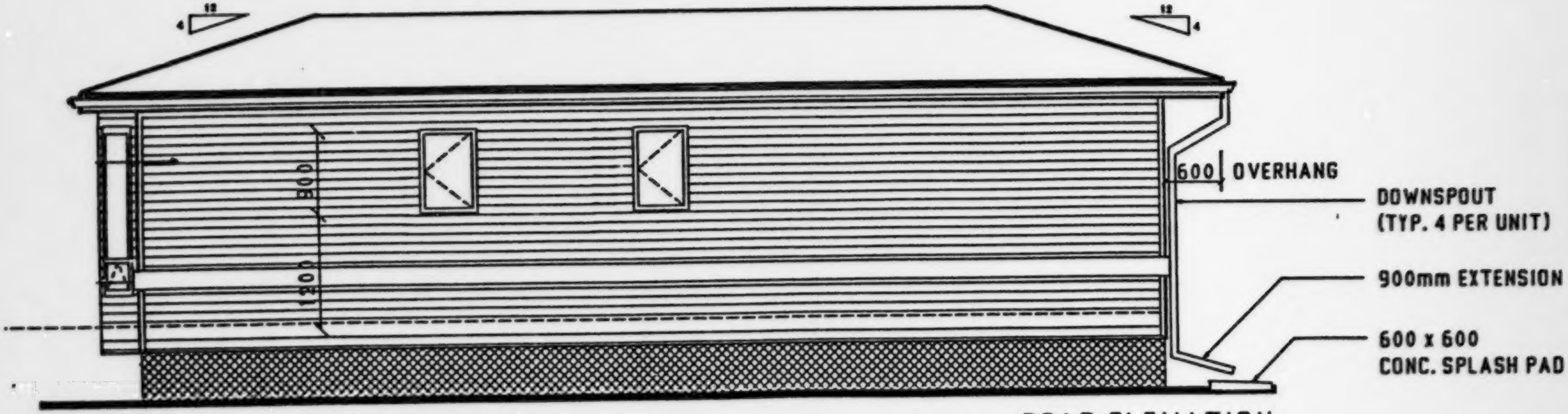
5.3.3 Tendering and Construction Phase

In addition to preparing separate tender packages for the Lethbridge and Parkland components of the pilot project, the original terms of reference required that the architect actually manage and be responsible for the tendering process and making recommendations on tender selections. However, subsequent to the awarding of the contract to the architect, it was determined that the actual tendering process should be handled by Alberta Public Works, Supply and Services because of government tendering regulations. This change in tactic

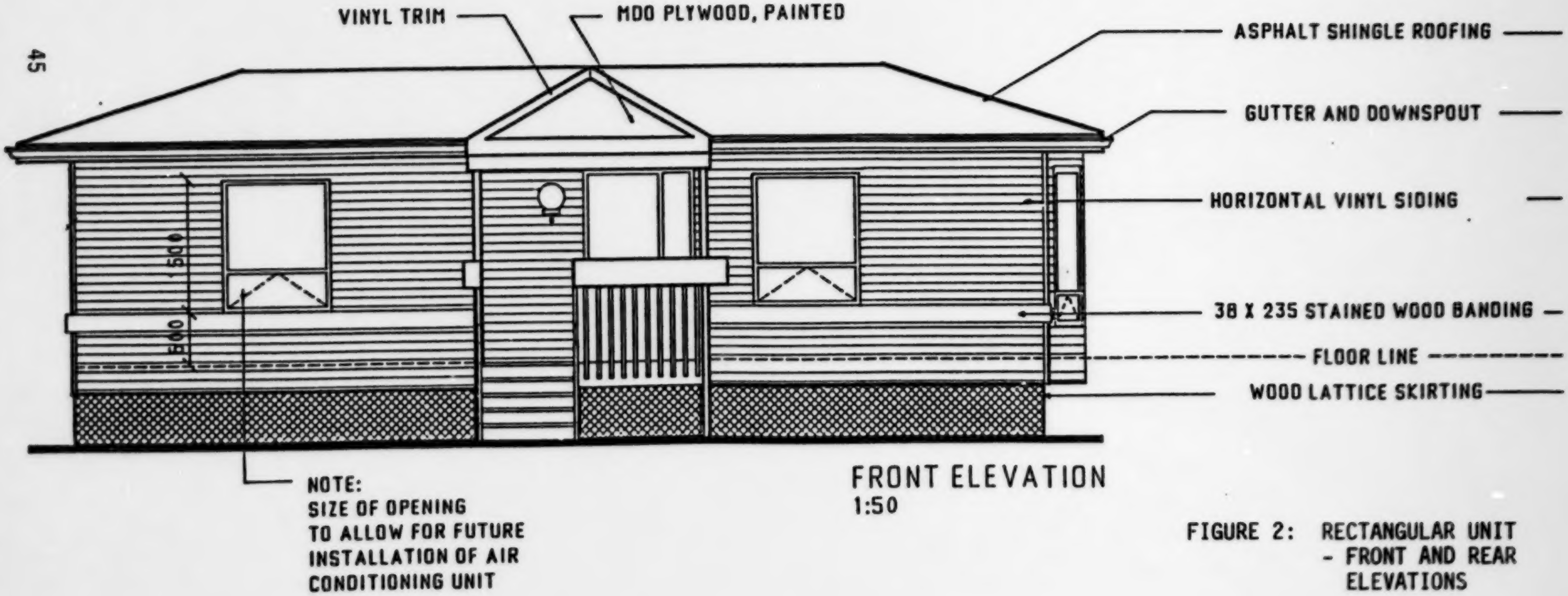

10970
400
150
1900
100
660
100
1470
100
1930
100
1780
100
2430
150
500
EQUAL
EQUAL
625
600
705
600
315
4 FIXED SHELVES @ 330 O.C.
4 FIXED 300 mm WIDE SHELVES
PROVIDE SOLID BLOCKING IN FLOOR AND WALL FOR FUTURE GRAB BAR
FRP PANEL
CLOSET
SINGLE ROD
DOUBLE ROD
SHELF OVER
H.W.
PLT. ACCESS PANEL
STORAGE
ELEC. PANEL
1235
WALL HUNG VANITY, OPEN BELOW
SINK
LINE OF CABINETS ABOVE
LINE OF RANGE HOOD
RANGE
645
950
1900
100
660 100
615 100
745 100
1930
100
1780
100
2430
W/D
BATH
820
MEDICINE CABINET
ACCESS PANEL
FURN.
710
KITCHEN
2220
LIVING ROOM
BOW WINDOW
2695
4595
REFRIG.
PANTRY
100
BEDROOM
100
5 FIXED SHELVES @ 300 mm
920
SHELF 750 ABOVE FLOOR
ENTRY
DINING
1630
950
3 ADJUSTABLE SHELVES @ 450
LINEN
CLOSET
710
150
1535
1200
150
3400
400
100
1190
100
500
850
400
PLANTER BOX
RAILING
1200
1500
UP

FLOOR PLAN
1:25

FIGURE 1: RECTANGULAR UNIT - PLAN

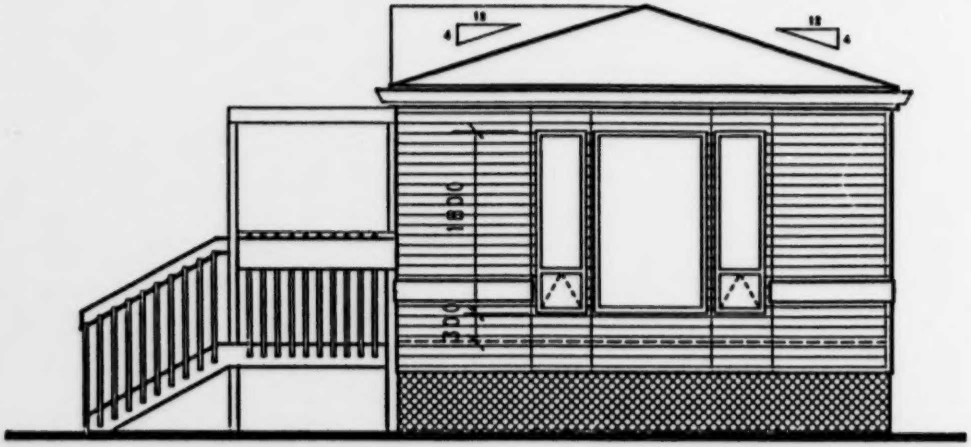

12
4
12
4
600
OVERHANG
DOWNSPOUT (TYP. 4 PER UNIT)
900mm EXTENSION
600 x 600 CONC. SPLASH PAD
900
1200

REAR ELEVATION

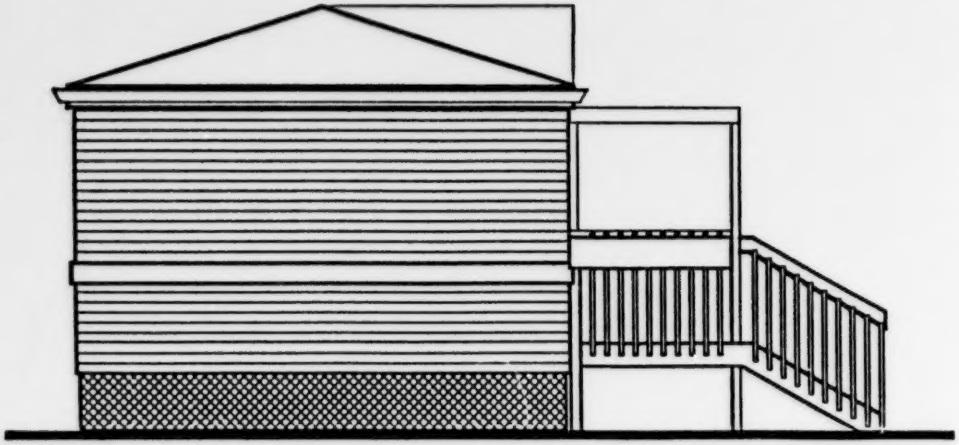

VINYL TRIM
MDO PLYWOOD, PAINTED
ASPHALT SHINGLE ROOFING
GUTTER AND DOWNSPOUT
HORIZONTAL VINYL SIDING
38 X 235 STAINED WOOD BANDING
FLOOR LINE
WOOD LATTICE SKIRTING
1500
600
NOTE:
SIZE OF OPENING
TO ALLOW FOR FUTURE
INSTALLATION OF AIR
CONDITIONING UNIT

FRONT ELEVATION
1:50

FIGURE 2: RECTANGULAR UNIT - FRONT AND REAR ELEVATIONS


12
4
12
4
1800
300

RIGHT ELEVATION
1:50



LEFT ELEVATION

FIGURE 3: RECTANGULAR UNIT
- RIGHT AND LEFT
ELEVATIONS

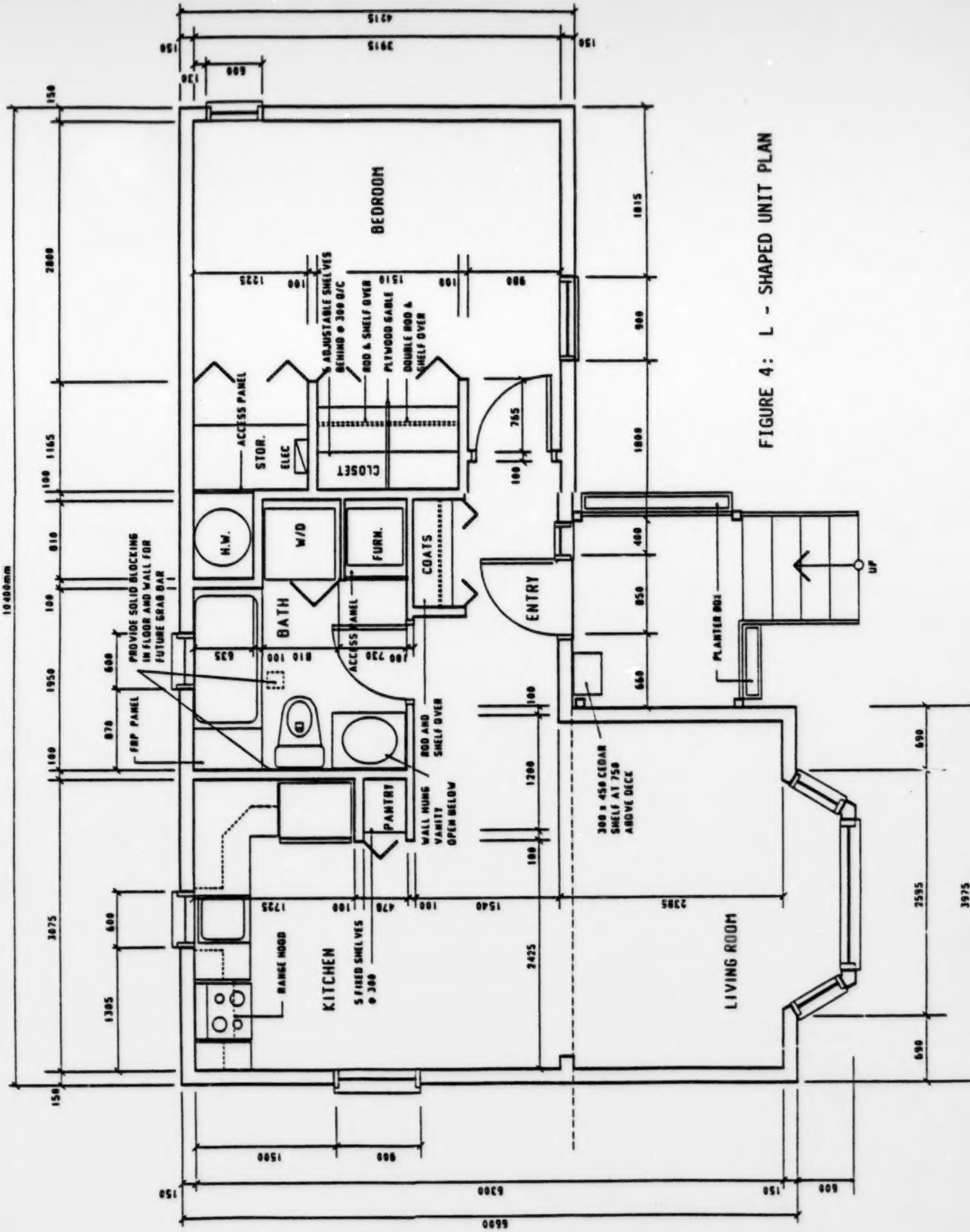
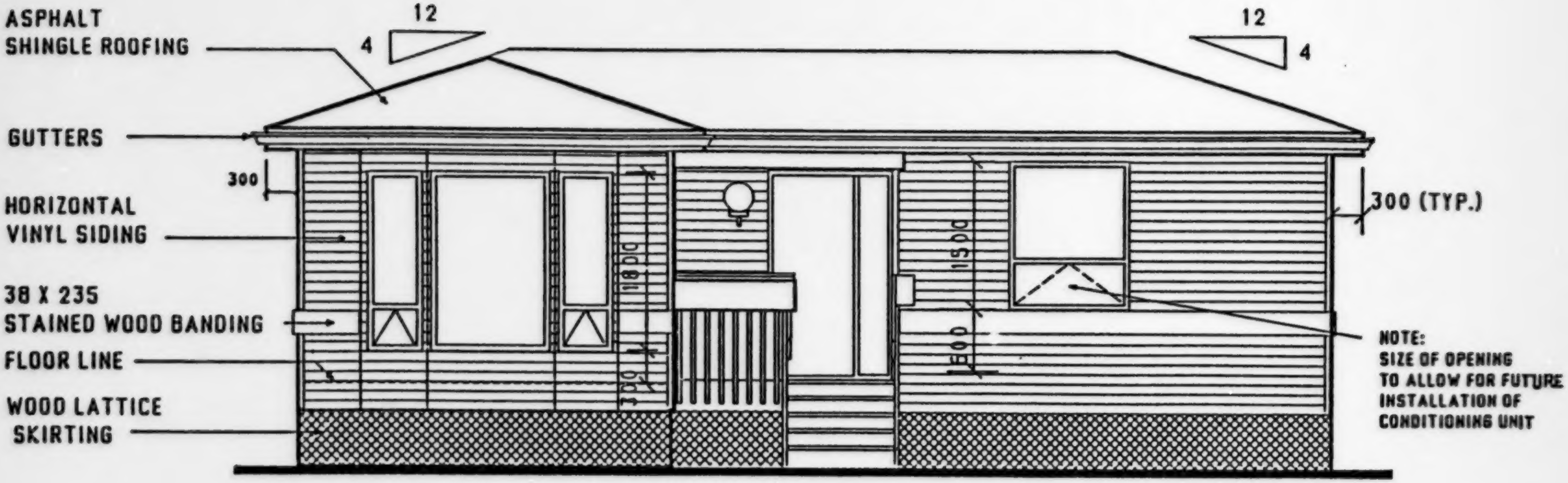
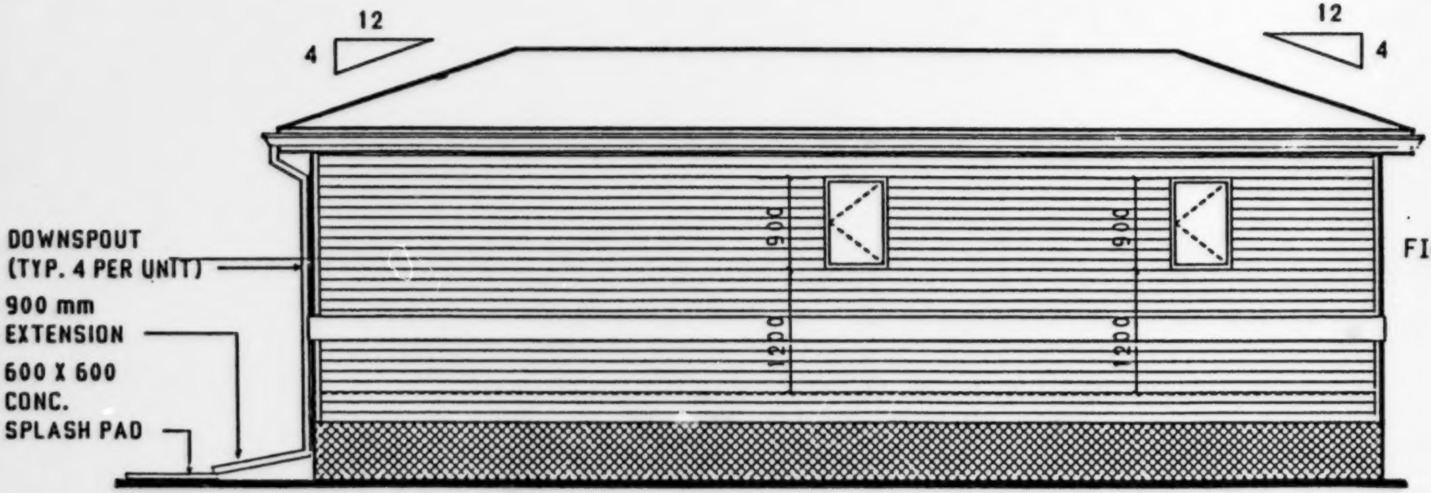

BEDROOM
CLOSET
STOR.
ELEC
ACCESS PANEL
6 ADJUSTABLE SHELVES BEHIND @ 300 O/C
ROD & SHELF OVER
PLYWOOD GABLE
DOUBLE ROD & SHELF OVER
H.W.
W/D
FURN.
COATS
ENTRY
BATH
ACCESS PANEL
PROVIDE SOLID BLOCKING IN FLOOR AND WALL FOR FUTURE GRAB BAR
FRP PANEL
ROD AND SHELF OVER
WALL HUNG VANITY OPEN BELOW
PANTRY
KITCHEN
RANGE HOOD
5 FIXED SHELVES @ 300
LIVING ROOM
300 x 450 CEDAR SHELF AT 750 ABOVE DECK
PLANTER BOX
UP
10400mm
4215
3915
150
130
600
150
2800
1165
100
810
100
1950
100
3075
150
600
870
600
1305
1225
100
1510
100
980
765
100
100
1200
100
2425
635
810
100
100
730
1725
100
470
100
1540
2385
1815
900
1800
400
850
660
690
2595
690
3975
1500
900
6300
6600
150
150
600

FIGURE 4: L - SHAPED UNIT PLAN


ASPHALT SHINGLE ROOFING
12
4
12
4
GUTTERS
300
HORIZONTAL VINYL SIDING
38 X 235 STAINED WOOD BANDING
FLOOR LINE
WOOD LATTICE SKIRTING
1800
300
1500
600
300 (TYP.)
NOTE: SIZE OF OPENING TO ALLOW FOR FUTURE INSTALLATION OF CONDITIONING UNIT

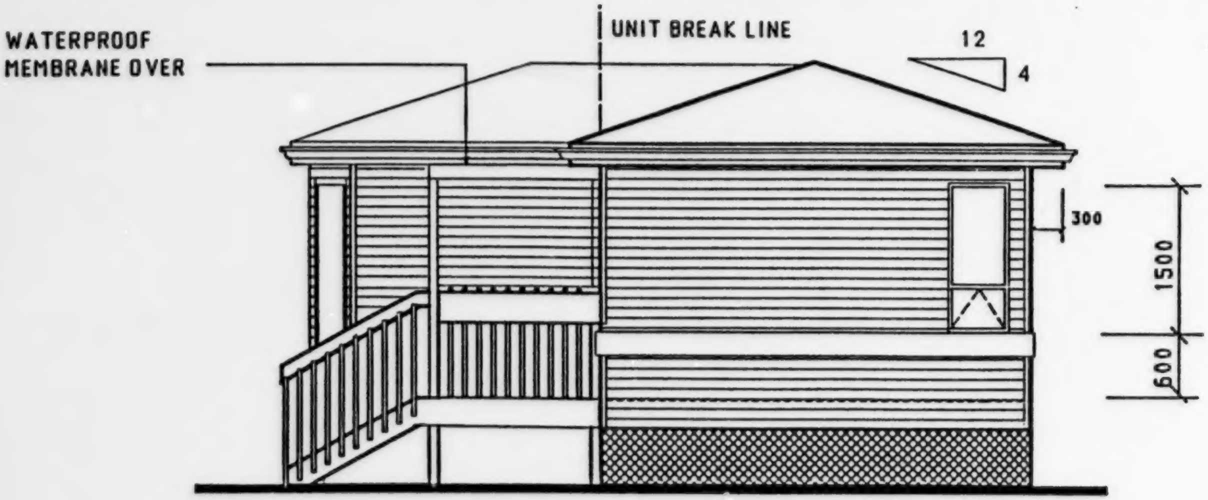
FRONT ELEVATION

1:50

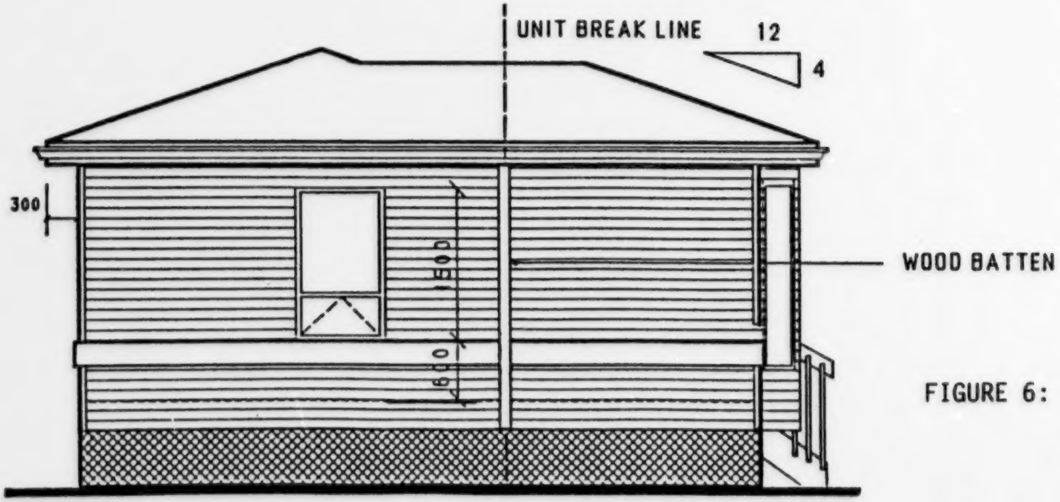

12
4
12
4
DOWNSPOUT (TYP. 4 PER UNIT)
900 mm EXTENSION
600 X 600 CONC. SPLASH PAD
900
1200
900
1200

REAR ELEVATION

FIGURE 5: L - SHAPED UNIT FRONT AND REAR ELEVATIONS


WATERPROOF
MEMBRANE OVER
UNIT BREAK LINE
12
4
300
1500
600

RIGHT ELEVATION
1:50


UNIT BREAK LINE
12
4
300
1500
600
WOOD BATTEN

LEFT ELEVATION
1:50

FIGURE 6: L - SHAPED UNIT
- RIGHT AND LEFT ELEVATIONS

delayed the entire tendering and selection process because of new formatting requirements.

Tender packages were prepared by Alberta Public Works with input from the architect and the Departmental Working Group. The packages were based upon the generic working drawings of the two unit designs selected for consideration. Recommendations on the scope of the tender call and tender selection criteria were developed in early August of 1989 by the Departmental Working Group as part of the tender package preparation process. The scope and selection criteria recommendations were required to justify going to tender on two different unit designs rather than a single fixed product. The tender packages, which included the generic working drawings, instructions to builders and detailed specifications were completed by September. The packages were sent to the Purchasing Division of Alberta Public Works, Supply and Services which was responsible for handling the tendering process. Technical architectural inquiries were directed to the architect and inquiries related to policy issues were to be directed to the project manager at Alberta Municipal Affairs.

The invitations to tender were issued to 18 firms on September 14, 1989. The tender opening date was October 10, 1989. Four firms submitted tenders for the two units as required. Bids, inclusive of site works, ranged from $47,045 to $61,099 per rectangular unit in Parkland and from $43,165 to $59,382 per rectangular unit in Lethbridge. The low bid for constructing the L-shaped unit was approximately $7,000 more per unit than for the rectangular unit and about $5,000 more per unit to relocate it. As such, the Departmental Working Group recommended eliminating the L-shaped unit from further consideration and awarding the contract to the low bidders for two rectangular units in Lethbridge and three rectangular units in Parkland. The recommendation was discussed with, and accepted by, the respective steering and working committees.

The fact that most prospective applicants showed no particular preference for the L-shaped unit, as compared to the rectangular unit, contributed to its elimination.

The recommendation, as accepted by the committees, was approved by the Deputy Minister of Alberta Municipal Affairs on November 1, 1989. On November 2, Public Works was authorized to award the contracts. A contract was awarded to Regent Homes to manufacture, deliver, place, and connect to services two garden suites in the City of Lethbridge. The bid provided by this firm was $43,165 per unit. In Parkland, Winalta Shelters Inc. submitted the successful bid of $47,045 per unit. At that time, three units were required in Parkland. Because of the subsequent withdrawal of the third applicant in Parkland, the unit is currently being stored on the Winalta site. However, as was previously noted, another suitable applicant has been approved. The initial budget, revised budget, contract costs as awarded, and final approved costs are provided in Section 5.5. It should be noted that the per unit costs include not only manufacture of the unit, but unit delivery and placement, site preparation, extension and connection of all utilities, and restoration.

The architect viewed the units during the construction phase and provided input, along with the Lethbridge Housing Authority, on such matters as grab bars, material colour selection and fabric selection. In Parkland, the applicants themselves were provided an opportunity to have input in fabric and colour choice. In Lethbridge, the Lethbridge Housing Authority discussed such options with the applicants. The units were constructed and ready for placement by late December, 1989.

5.3.4 Unit Placement

Unit placement was based upon detailed site plans prepared by the project architect with substantial input from the manufacturer and the municipalities. The plans were prepared on the basis of the conditions as prescribed by the terms of reference and were specific to each site. Site preparation work on all four lots occurred over a two week period between December 6 to December 20, 1989. The work included preparing a suitable pad or foundation, removal of landscaping and/or fencing to allow unit placement and provision of walkways.

Unit placement occurred on December 16 and 19 in Parkland (Figure 7), and December 20 in Lethbridge (Figure 8). In Parkland, the units were placed using normal mobile home placement procedures. In Lethbridge, a crane was used to hoist the units from the alley onto the prepared pads, because of site circumstances. Porches and servicing hookups, including sewer/water, electrical and natural gas connections took place over a two week period thereafter. Some delay was experienced as a result of work slowdown during the Christmas season. The units were effectively ready for occupancy by mid-January. Occupancy of one of the Lethbridge units was delayed pending the provision of a ramp required by the occupant to gain entry to the unit. Figures 9 and 10 show the units placed and ready for occupancy.

5.4 IMPLEMENTATION AGREEMENTS

Three agreements have been put in place to control the use of the garden suites. These agreements are all legal instruments and were duly executed prior to unit occupancy. The three agreements are: Provincial/Municipal Agreements; the Management Agreements; and the Homeowner's Licences. Each of the three is described below.

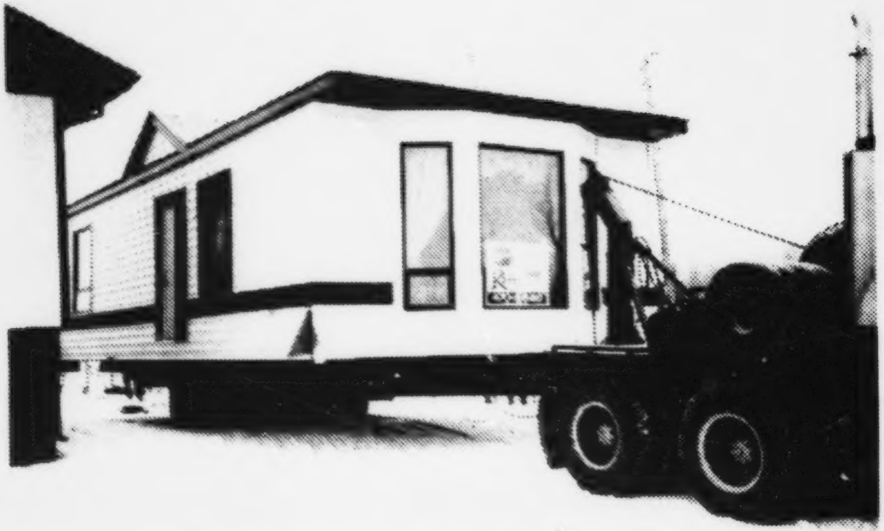


FIGURE 7: UNIT PLACEMENT - PARKLAND

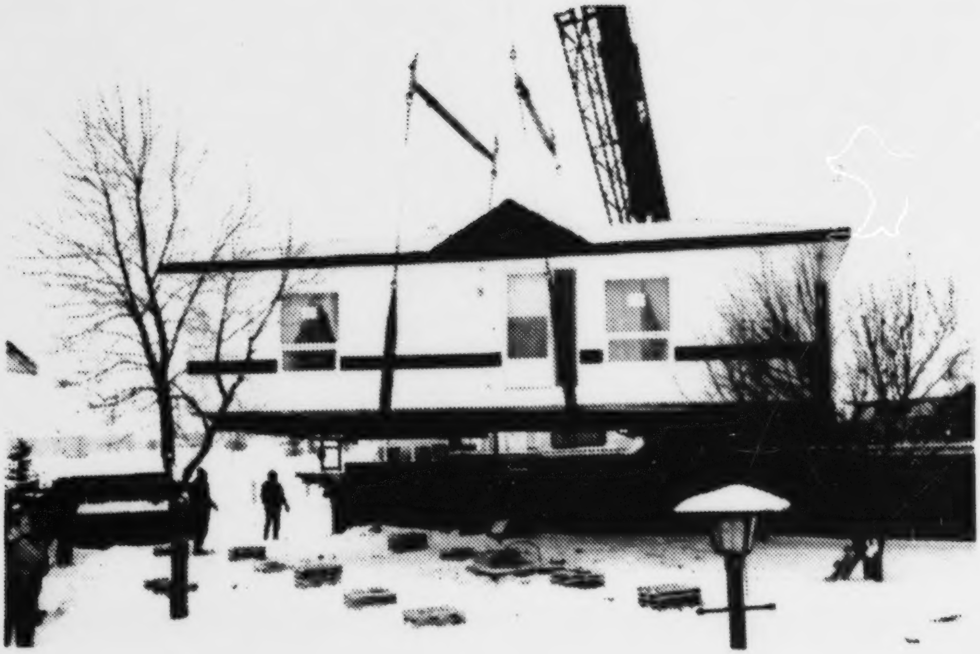


FIGURE 8: UNIT PLACEMENT - LETHBRIDGE

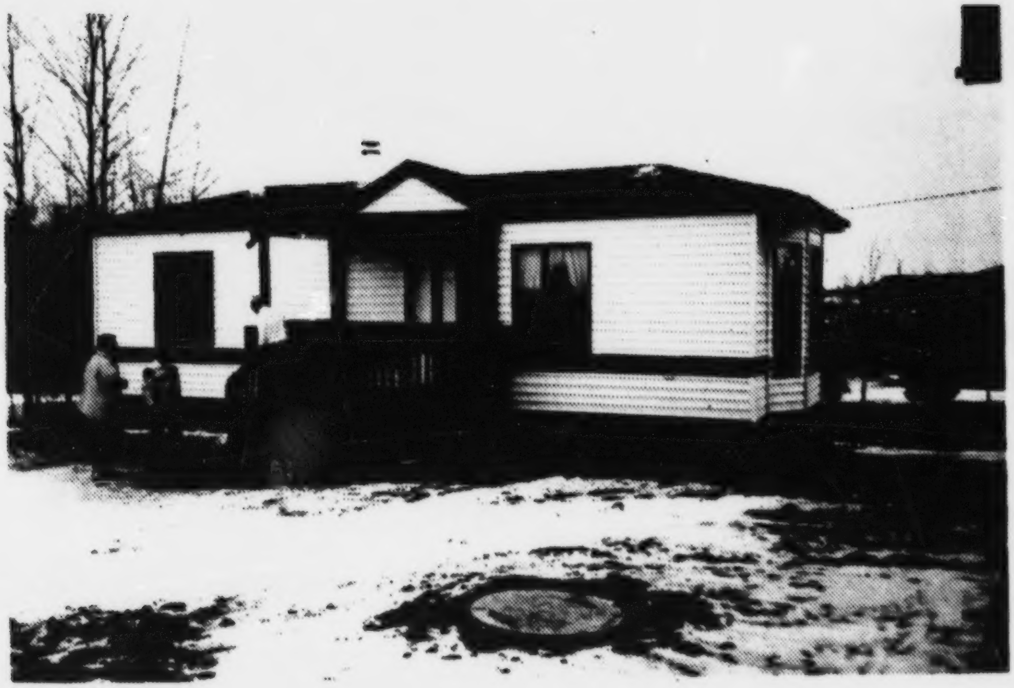


FIGURE 9: PLACED UNIT - PARKLAND

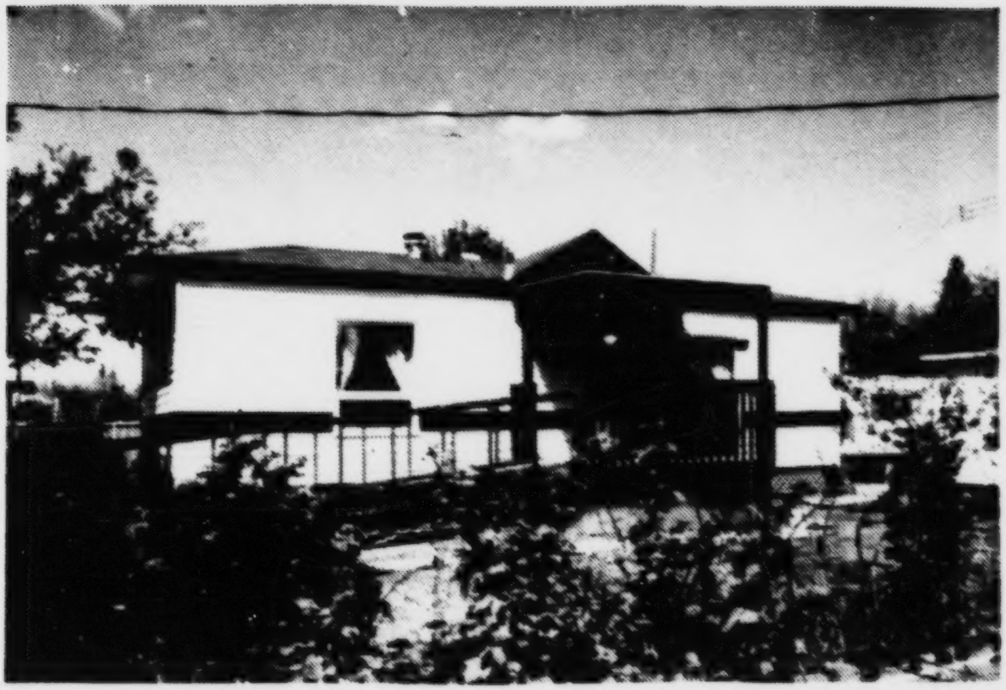


FIGURE 10: PLACED UNIT - LETHBRIDGE

5.4.1 Provincial/Municipal Agreements

Purpose and Content

The provincial/municipal agreements contain the terms and conditions of the garden suite pilot project as agreed upon between the province, as represented by the Minister of Municipal Affairs, and the participating municipalities, Lethbridge and Parkland. A separate agreement was negotiated with each. These agreements are contained in Appendix VII. The agreements define the obligations of both the province and the municipality. These obligations stem from the comprehensive finalized terms of reference for the garden suite pilot project which comprise Attachment A of the agreement. The terms of reference include:

- the objectives and scope of the project as listed in Section 1.0;
- the key pilot project conditions as discussed in Section 4.0; and,
- the land use regulatory implementation mechanisms described in Section 5.1.

In addition, the agreement:

- establishes the committees to oversee the project as described in Section 3.0;
- defines the term of the agreement; and,
- identifies the contacts representing each party to the agreement.

In the case of Lethbridge, the agreement term is from May 26, 1989 to March 31, 1993. In the case of Parkland, the term is from June 13, 1989, also to March 31, 1993. Although the three year duration of the project suggests the project should end by December 31, 1992, the extended March 31, 1993 date specified by the agreements allows for completion of evaluation and reporting activities.

The contact representing the Minister is the project manager while the Acting City Planning Director and County Commissioner represent Lethbridge and Parkland respectively. The agreements contain an amendment clause which permits mutually agreed upon changes as required.

Development and Execution

The contents of the provincial/municipal agreements focus on the comprehensive terms of reference for the garden suite pilot project which comprise Attachment A of the agreements. The evolution or development of these terms of reference are documented in previous sections of this report. The agreement itself is basically a commitment and understanding on the part of the province and each municipality, to undertake the project in accordance with Attachment A. The agreements, including the detailed terms of reference, took over four months to complete to the satisfaction of all parties. By the end of July, 1989, the agreements were ready for execution. However, they were not actually executed until November of that year, primarily because there was no urgency to do so at an earlier date. The Memorandum of Understanding signed by the Minister and local municipal officials at the time of the official announcement in each municipality had already provided the necessary commitment on the part of all parties to proceed with the project.

5.4.2 Management Agreements

Purpose and Content

Management agreements have been put in place between the Province of Alberta, represented by the Minister of Municipal Affairs, and the two garden suite management bodies: the Lethbridge Housing Authority, and the Meridian Foundation. These bodies have been charged with the responsibility of actually managing the units for the duration of the project in much the same manner a property manager manages rental accommodation. The management agreements lay out the terms for undertaking such management.

As is the case with the provincial/municipal agreements, the management agreements spell out the Minister's obligations and those of the respective management bodies. The Minister's obligations are similar to those listed in the provincial/municipal agreements which, in turn, are defined by the project terms of reference. The obligations of the management bodies are:

- to participate in tenant (occupant) selection;

- to assist in the selection of garden suite designs and techniques for installation;

- to manage and administer the units once in place and occupied by collecting the rents, continually monitoring and inspecting the well being of the occupants and the units, ensuring routine maintenance and repair work is undertaken, and maintaining appropriate records on all rents collected and costs incurred in routine maintenance and repair;

- to participate in the evaluation and research in respect of the project; and,

- to participate in publicity and provide access as required.

The agreements also stipulate first, that contact with the occupant can occur only through the management body and, second, that management fees and all other costs be reimbursed to that body. The term of the agreement is for a period of one year from date of execution and from year to year thereafter until the conclusion of the pilot project. Termination and amendment clauses also are included. Copies of the management agreements are provided in Appendix VIII.

Designated contacts include the project manager on behalf of the province, and an appropriate representative of each of the management bodies.

Development and Execution

The management agreements are similar in format to those negotiated between AMHC and property managers of AMHC owned housing projects. In fact, a standard AMHC management agreement was used as the starting point for developing the garden suite agreements. The AMHC agreements were modified and adapted to meet the unique requirements of the pilot project. The Lethbridge Housing Authority manages all AMHC housing projects in that City and is familiar with both the standard agreement and management procedure. The Meridian Foundation similarly manages Meridian Lodge in Stony Plain. As such negotiations between the province and the management bodies were not arduous and only four drafts were required to incorporate all the necessary items and conditions of management as they specifically relate to garden suites. Final agreements once again were in place and ready for execution by the end of July, 1989. Execution occurred by the end of November of that same year. The Minister of Municipal Affairs signed the agreements.

5.4.3 Homeowner's Licence Agreements

Purpose and Content

A homeowner's licence was required in order to allow for the unique ownership nature of the pilot project wherein the province, represented by the Minister of Municipal Affairs, owns a portable living unit to be placed on private property owned by a host family for the purpose of allowing a member of that family to reside in the unit. As such, it is the homeowner that must grant the Minister a licence to place the unit. At the same time, the licence lists all the terms and conditions the homeowner, as well as the Minister, must comply with, in order that the unit may be placed on the homeowners property and be occupied by a specified family member. In some ways, therefore, the homeowner's licence is similar to a lease agreement, the lessee being the owner or host family.

The homeowner's licence incorporates the relevant project conditions identified by the project terms of reference, particularly as they pertain to the legal obligations on the part of the owner to enter into a lease agreement with the province and the obligations of both parties with respect to that licence agreement. The homeowner's licence, however, goes far beyond the terms of reference in defining licence agreement terms and conditions.

Specifically, the homeowner's licence deals with:

- the amount of rent ($400 per month) and manner of payment;

- the need to provide a $70 damage deposit (in Lethbridge only);

- the need to pay all utilities, taxes and other federal, provincial and municipal fees related to garden suite approval and installation;

- details related to repairs and cleanliness, and alterations and improvements;

- insurance and indemnity, wherein the owner shall maintain a personal liability of not less than $1,000,000 on his owned property while the Minister shall indemnify or hold harmless the owner for any claims or actions over which he has no control, but which are caused by the Minister's agents; and,

- termination of the licence by the Minister, in the event the conditions of the licence or other agreed upon terms are violated.

The term of all four homeowner's licences is to December 31, 1992. As is the case with the other implementation agreements, an amendment clause is included. The homeowner's licence agreement format is provided in Appendix IX.

Development and Execution

The homeowner's licence used for the Ontario PLUS Demonstration Project served as the prototype or starting point for the garden suite licence agreement. Again, the Ontario licence format had to be adapted and modified substantially to meet the conditions and parameters of Alberta's garden suite project, as well as local provincial legislation. The very nature of the licence agreement, wherein public property is placed on privately owned lands for a very specific purpose, also resulted in greater complexity and more eventualities which needed further investigation than did the remaining two implementation agreements.

Advice and input from a number of experts was solicited during the development of the garden suite homeowner's licence. For example both legal advice and advice with respect to provincial liabilities, indemnity and risk management was particularly critical, because of the ownership situation. Considerable input was provided by the Risk Management and Insurance Division of Alberta Treasury. The Ontario prototype was modified substantially in this regard in that the philosophy of that province as it pertains to risk management is very different from Alberta's. Legal advice also was solicited on such matters as protecting provincial interests in the event of a foreclosure and the possible need to obtain the consent of the mortgagor to place the unit on the property. The foregoing items are provided as examples of the many items which were considered. In the end, a total of nine drafts were required to obtain a satisfactory licence agreement.

Regardless of the considerable effort needed on the part of the Departmental Working Group to prepare an appropriate homeowner's licence agreement, the agreement was finalized by the end of June, 1989. Licence agreements with the four homeowners participating in the pilot project were all executed by early December of 1989. The Minister of Municipal Affairs signed the agreements.

5.5 PROJECT COSTS

This section deals only with the capital costs associated with the implementation of the garden suite pilot project. Project operating costs incurred up to the time of occupancy are small in comparison to the capital costs. Capital costs include unit purchase and placement costs. Unit placement costs include unit delivery, site preparation, the extension of utilities connections and hook-ups and site restoration.

The 1989/90 capital budget requested and approved for the capital costs of manufacturing and placing up to six garden suite units was $240,000. This figure assumed a per unit cost of $40,000, inclusive of all placement costs. The $240,000 was to have been divided evenly between the Lethbridge and Parkland components. As such, $120,000 was to have been allocated to each.

The approved project costs and allocation between Lethbridge and Parkland differed from the original estimates. These costs were based upon the successful bids submitted at the time of tendering. As was previously noted, the lowest bids exceeded the original $40,000 estimate and "came in at" $43,165 per unit and $47,045 per unit for Lethbridge and Parkland respectively, inclusive of placement costs, locational considerations and a cold weather factor. Contracts were awarded to the successful firms on the basis of these low bids. Had the original parameters of the project been met, that is, to purchase and place up to six units, a substantial budget overrun of $30,630 would have resulted. However, the reallocation of the budget on the basis of two critical factors as outlined by the project manager on October 20, 1989 has allowed the project to be implemented well within the approved budget. These factors are as follows:

1. In Lethbridge, only two applicants were approved for the project resulting in the need for two, rather than three, units.

2. The City of Lethbridge agreed to pay for site works, including site preparation, extension and connection of all utilities and site restoration. This would reduce the cost to the Province on a per unit basis by an estimated

$5,000 to $6,000. The resulting approved cost to the province, exclusive of later addenda, was $38,275 per unit.

These two factors combined resulted in an approved cost to the province of $76,550 for two units to be manufactured and placed in Lethbridge, leaving a residual of $43,450 from the $120,000 originally allocated to that component of the project. On a per unit cost of $47,045 in Parkland, where three units were still being considered, an additional $21,135 was required over and above the allocated $120,000. On the basis of these adjustments, it was recommended that the funds be reallocated to allow the three units to be built in Parkland and two in Lethbridge. As such, the budget was adjusted as follows:

	Original Budget Allocation	**Required Contract Amount**	**Revised Budget Allocation**	**Contingency* Factor**
Parkland	$120,000	$141,135 (3 units @ $47,045/ unit)	$150,000	$ 8,865
Lethbridge	$120,000	$ 76,550 (2 units @ $38,275/ unit)**	$ 80,000	$ 3,450
TOTAL	**$240,000**	**$217,685**	**$230,000**	**$12,315**

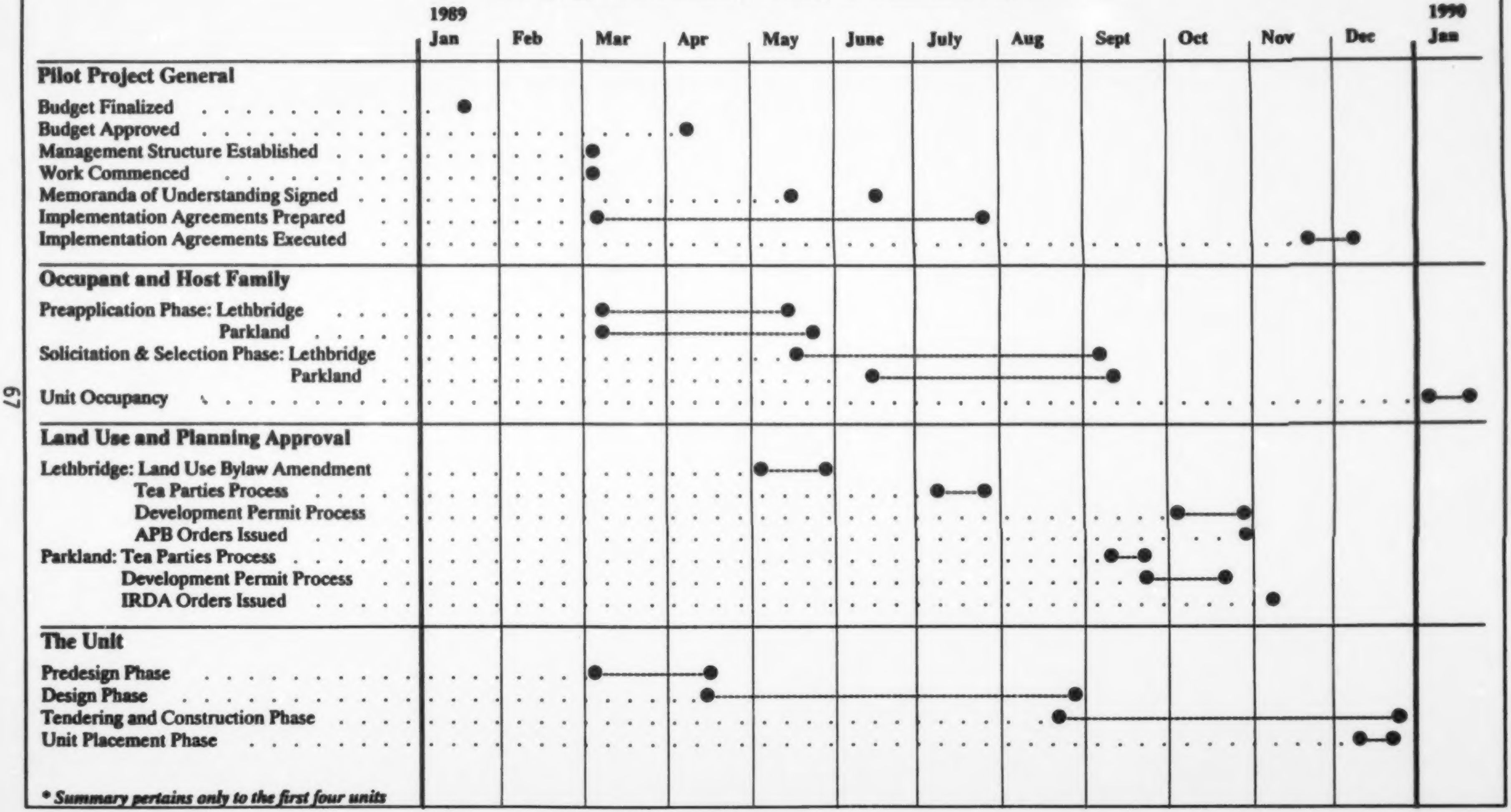
* The contingency factor was included to offset unforseen costs. Such unforseen costs did, in fact, arise.

** The $38,275 per unit cost is the estimated provincial proportion of the total $43,165 per unit cost.

Contracts, in the form of Alberta Public Works, Supply and Service purchase orders, were awarded to the two successful firms on the basis of the bids submitted and the revised budget. Minor adjustments, to allow for unforseen contingencies occurred during the unit manufacture and placement phases in both Lethbridge and Parkland. These adjustments left, at the time of occupancy, $750 and $7,300 in the budgets committed to Lethbridge and Parkland respectively.

In Lethbridge, the City has negotiated a separate contract with Regent Home Systems to undertake the necessary site preparation, servicing and restoration work. In Parkland, the $5,000 contribution provided to the project by the County is still available for allocation.

5.6 Chronological Summary of Key Events and Activities*



*** Summary pertains only to the first four units***

6.0 NEXT STEPS

6.1 UNIT OCCUPANCY

The occupancy phase of the garden suite pilot project was underway by January of 1990. Four out of the five units built have been placed and are occupied. The fifth unit (the third in Parkland) is scheduled to be placed and occupied in March. The commencement of this phase was symbolized by an official key presentation ceremony by the Minister of Alberta Municipal Affairs on January 22, 1990 at the site of one of the Parkland units. The ceremony was well attended by local dignitaries and media. The ceremony received province-wide favorable media attention which spurred another round of information requests from individuals interested in the garden suite concept for personal use. As for the occupants, all were reported to be "settled in and doing well". The monitoring of the occupants' status is the next step in the project and comprises a major component of the monitoring and evaluation study.

6.2 MONITORING AND EVALUATION STUDY

A monitoring and evaluation study of the pilot project will take place throughout the duration of the project. The study is critical to assessing the appropriateness of the garden suites as a suitable housing option for elderly persons who need some degree of care and service. Preliminary terms of reference for undertaking the initial segment of the study were prepared by the Departmental Working Group throughout the fall of 1989. They were reviewed by the steering and working committees and finalized by November. The request for proposals to undertake the initial segment of the study, as per the terms of reference, was sent to six firms on November 17, 1989. The submission deadline date was November 30. The committees reviewed the submissions and the successful firm was awarded the contract on December 11, 1989.

The terms of reference for the monitoring and evaluation study of the garden suite pilot project identify twelve key issues for consideration by the study. The issues were identified by the key project participants including the Alberta Municipal Affairs, the City of Lethbridge, the County of Parkland, the Lethbridge Housing Authority and the Meridian Foundation. In effect, the issues are the culmination of the many discussions held, and ideas raised by, the members of all the committees involved in project implementation. The twelve issues to be considered are listed below:

1. *Demand for garden suites as a form of supportive housing in urban and rural areas.*
2. *Assessment of care and services provided.*
3. *Appropriateness of unit design.*
4. *Appropriateness of unit construction and foundation techniques used.*
5. *Appropriateness of servicing techniques used.*
6. *Assessment of placement methods.*
7. *Appropriateness of siting criteria.*
8. *Neighbourhood impact.*
9. *Cost effectiveness of garden suites as a form of supportive housing.*
10. *Methods for delivery and control of garden suites.*
11. *Appropriateness of the garden suite concept.*
12. *Assessment of pilot project approach.*

These issues are reflected in the objectives of the initial segment of the study. The initial segment of the monitoring and evaluation study require that the following four objectives be met:

1. *To prepare a comprehensive description of the pilot project from its origin to the date of occupancy.*

2. *To document initial attitudes of approved applicants and other key pilot project participants and other relevant information with respect to the following issues to facilitate their later evaluation:*

    a) care and services to be provided,
    b) the appropriateness of unit design,
    c) the appropriateness of siting criteria,
    d) methods for delivery and control of garden suites,
    e) the appropriateness of the garden suite concept, as developed in the pilot project, and
    f) the appropriateness of the approach carried out in the pilot project.

3. *To provide descriptive documentation and a preliminary assessment of and recommendations on the following issues:*

    a) appropriateness of unit construction and foundation techniques used,
    b) appropriateness of servicing techniques used,
    c) assessment of placement methods, and
    d) specific issues related to methods for delivery and control of garden suites including the raising of public awareness and soliciting applications, land use and development approval techniques, homeowner licence, and land use controls.

4. *To develop the monitoring and evaluation plan for the entire pilot project.*

The initial study segment is slated for completion by March 31, 1990. An important, initial study requirement was to provide a "snapshot" of certain critical conditions just prior to unit placement and occupancy in order to facilitate later assessments. To that end, all the approved applicants, including homeowners and occupants, as well as affected neighbours, were interviewed by the consultant prior to placement. The interviews determined initial attitudes and positions and served as the starting point for monitoring and evaluating the garden suite pilot project.

APPENDIX I

STEERING AND WORKING COMMITTEE MEMBERSHIP

CITY OF LETHBRIDGE
COMMITTEE MEMBERSHIP
(March to December, 1989)

Steering Committee

1. Larry Allan
   Executive Director
   Planning Secretariat
   Housing Division
   Alberta Municipal Affairs

2. Brian Quickfall
   Executive Director
   Financial Assistance
   and Research Branch
   Housing Division
   Alberta Municipal Affairs

3. Marion Marchant
   Administrator
   Lethbridge Housing Authority

4. Bob Bartlett
   City Manager
   City of Lethbridge

5. Tosh Kanashiro
   Development Services Manager
   City of Lethbridge

Working Committee

1. Linden Holmen (Project Manager)
   Director
   Research and Development Section
   Housing Division
   Alberta Municipal Affairs

2. Ian Bazley
   Research Project Manager
   Research and Development Section
   Housing Division
   Alberta Municipal Affairs

3. Brian Davidson
   Manager
   Policy Program Development
   Planning Secretariat
   Housing Division
   Alberta Municipal Affairs

4. Tom Hong
   Senior Planner
   Research and Development Section
   Planning Services Division
   Alberta Municipal Affairs

5. Marior Marchant
   Administrator
   Lethbridge Housing Authority

6. Gary Weikum
   Planning Superintendent
   Planning Department
   City of Lethbridge

COUNTY OF PARKLAND
COMMITTEE MEMBERSHIP
(March to December, 1989)

Steering Committee

1. Larry Allan
Executive Director
Planning Secretariat
Housing Division
Alberta Municipal Affairs

2. Brian Quickfall
Executive Director
Financial Assistance
and Research Branch
Housing Division
Alberta Municipal Affairs

3. Reg Kotch
Chairman of the Board
Meridian Foundation

4. Art Ransom
Board Member
Meridian Foundation

5. Carl Baron
Board Member
Meridian Foundation

6. Jim Simpson
County Commissioner
County of Parkland

7. Courtney Breckenridge
Director of Corporate
Planning
County of Parkland

Working Committee

1. Linden Holmen (Project Manager)
Director
Research and Development Section
Housing Division
Alberta Municipal Affairs

2. Ian Bazley
Research Project Manager
Research and Development Section
Housing Division
Alberta Municipal Affairs

3. Brian Davidson
Manager
Policy Program Development
Planning Secretariat
Housing Division
Alberta Municipal Affairs

4. Tom Hong
Senior Planner
Research and Development Section
Planning Services Division
Alberta Municipal Affairs

5. Reg Kotch
Chairman of the Board
Meridian Foundation

6. Sandra Weary
Manager
Planning Services
County of Parkland

APPENDIX II

FACT SHEETS AND APPLICATION FORMS

GARDEN SUITE PILOT PROJECT

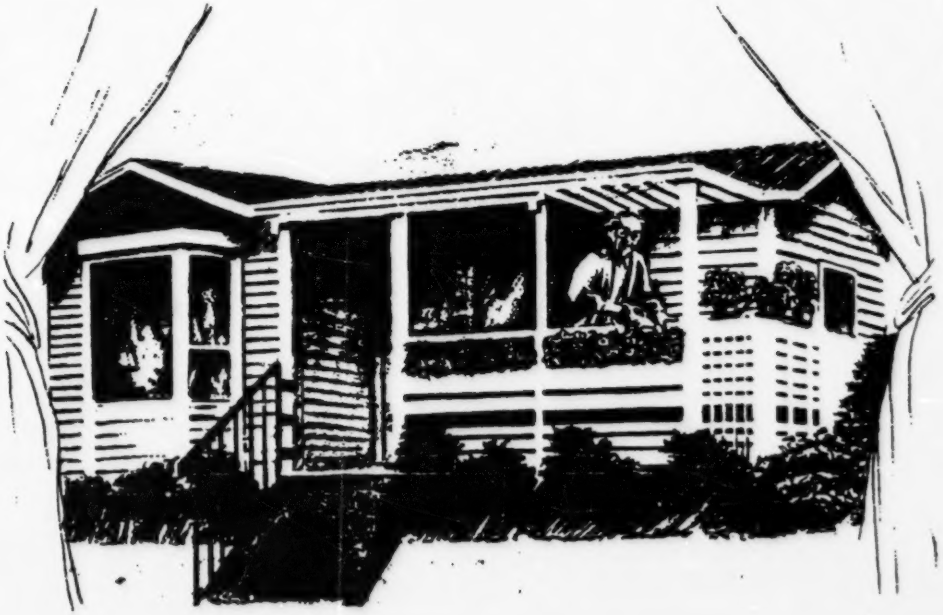
Alberta
MUNICIPAL AFFAIRS

FACT SHEET

City of Lethbridge

INTRODUCTION

The Government of Alberta and the City of Lethbridge have agreed to carry out a pilot project to explore a new housing option for older people. In this cooperative effort with the municipality and local housing organization, the province, through Alberta Municipal Affairs, will provide up to three portable housing units for a period of up to three years to selected families in the community. The units will be placed in the backyards of the family's existing home in order to house the parent(s) or grandparent(s) of the family. A similar pilot project is being initiated in the County of Parkland.



This factsheet provides general information about this new housing option to the public in general and to older persons and families in the City of Lethbridge in particular who may be interested in participating in the pilot project.

Detailed information on the City of Lethbridge project may be obtained from:

Lethbridge Housing Authority
#1003 Lethbridge Centre Tower
400 - 4th Avenue, South
LETHBRIDGE, Alberta
T1J 4E1
Telephone: (403) 329-0556

GENERAL INFORMATION

What is a garden suite?

A garden suite is a portable, self-contained housing unit for older people that can be placed in the yard of a property with an existing single family home. The placement of the unit is temporary, until it is no longer required by the older person.

What are the benefits of this form of housing?

Garden suites allow households to care for their older family members in a family environment while still offering them a level of independence. Garden suites may also prevent or delay their move to an institution.

What will be done in the pilot project?

Over the next three years, the pilot projects in the City of Lethbridge and the County of Parkland will focus on the following tasks and project objectives:

- design, manufacture, place and operate up to three garden suites in each of the municipalities;
- establish a joint provincial-municipal approval process for locating and controlling the use of garden suites;
- evaluate garden suites as a housing option for older persons in urban and rural settings and for different income groups; and
- evaluate and recommend conditions and procedures for implementing this housing option.

What will the garden suites be like?

The units will be self-contained one-bedroom units, approximately 50 square metres (550 square feet) in size, and capable of accommodating one or two older persons. They will also contain a kitchen, dining area, bathroom, laundry area and storage space. The units will be wheelchair accessible and include basic features that will make them convenient to persons with disabilities. (e.g. easy to operate faucets, windows and switches.)

The exterior of the units will be designed to be compatible with adjacent residential dwellings.

How will the province ensure that the garden suites will not be misused in terms of occupancy?

The Province of Alberta will retain ownership of the units during the demonstration period. Each homeowner will enter into a lease/occupancy agreement with the province which will specify the occupant(s) of the garden suite. Administration will be handled on a day-to-day basis by the Lethbridge Housing Authority. The garden suite will be removed from a site if it is no longer required by the eligible occupant(s).

PARTICIPANT INFORMATION

Who is eligible?

POTENTIAL RESIDENTS of Garden Suites - You must be an older person, a Canadian citizen or person admitted lawfully to Canada for permanent residence. You must have resided in Alberta for one year prior to application or any other 10 years during your lifetime. You must have a child or grandchild in the City of Lethbridge that is a homeowner who is eligible to participate in the project and is willing to have you reside in a garden suite on their property. You must need some degree of care and support from your family to otherwise remain independent.

HOMEOWNERS - You must own a home in the City of Lethbridge that is appropriate for the placement of a garden suite on the basis of siting criteria established for this project. You must reside in a home on the property on which the garden suite is placed. The resident of the garden suite must be your parent(s) or grandparent(s). You must be able and willing to provide care and support required by the potential garden suite resident. You must be prepared to enter into a lease/occupancy agreement for the garden suite with the Province of Alberta.

What are the costs to the homeowner or resident of the garden suite?

The province will own the units. The homeowner will be required to pay a monthly rental fee for the garden suite. You will also be responsible for utility costs, routine maintenance, and any taxes that are levied. The province will also stipulate insurance requirements for the garden suite.

How does the lease arrangement work?

The province and the homeowner will enter a lease/occupancy agreement that will specify, among other things, general lease conditions, the use and care of the garden suite, rental fees, insurance requirements and liabilities. If the garden suite is no longer required by the eligible occupant it will be removed from the site.

Do the units come furnished?

The units will be provided with a refridgerator, stove, carpets and drapes.

How will land use planning approvals be handled?

Criteria will be developed to help select appropriate occupants, host households and sites. The approval process will include ample opportunities for public and neighborhood input on the review and approval of specific sites identified for garden suites. Participants will be required to obtain planning approval from the municipality for the placement of the garden suite.

Who installs and removes the units?

The province will transport the unit to the site, install it and arrange for its removal. This will include initial site preparation and restoration of the site to a reasonable standard after the unit is removed.

What happens after three years?

The scheduled term for the pilot project is three years. However, the province and municipality will make every effort to leave the units in place as long as they are required. The future implementation of garden suites as a housing option for elderly people on a broader basis will depend on the results of the evaluation of this pilot project.

APPLICATION PROCEDURE

Homeowners interested in participating in this experiment should obtain an application form from the Lethbridge Housing Authority at the address shown, complete it and submit it to the Lethbridge Housing Authority by September 8.

GARDEN SUITE PILOT PROJECT

APPLICATION

BEFORE COMPLETING, PLEASE READ THE GARDEN SUITE PILOT PROJECT FACTSHEET AND CONDITIONS PRINTED ON THE REVERSE OF THIS FORM TO DETERMINE IF YOU QUALIFY.

PLEASE PRINT

HOMEOWNER INFORMATION

LAST NAME OF HOMEOWNER	FIRST NAME	INITIAL(S)	HOME PHONE NO.	WORK PHONE NO.
MAILING ADDRESS - STREET OR P.O. BOX NO.	CITY, TOWN VILLAGE,HAMLET			POSTAL CODE

INFORMATION ON POTENTIAL GARDEN SUITE RESIDENT(S)

LAST NAME(S) OF POTENTIAL RESIDENT(S)	FIRST NAME(S)	INITIAL(S)	DATE OF BIRTH Day	Month	Year	RELATIONSHIP TO HOMEOWNER Parent ☐ Grandparent ☐
						Parent ☐ Grandparent ☐
ADDRESS - APT., STREET OR P.O. BOX NO.	CITY, TOWN ,VILLAGE, HAMLET					POSTAL CODE

Has/Have the potential garden suite resident(s) listed above, lived in Alberta for the last year or any other ten (10) years during their lifetime? ☐ Yes ☐ No

Please check the type(s) of assistance that the potential resident(s) of the garden suite require from the homeowner family. (Check all boxes that apply).

☐ Housekeeping ☐ Meal preparation ☐ Medication ☐ Transportation ☐ Personal care

☐ Medical care ☐ Other (please specify) ____________________

Optional Comments: ____________________

____

____

DECLARATION

To be signed by homeowner and potential garden suite resident(s).

1. I/We have read and understand the factsheet and conditions for the garden suite pilot project.
2. If selected to participate in the pilot project, I/we will occupy the home and the potential resident(s) will occupy the garden suite.
3. I/We are able to provide the care/service required by the potential garden suite resident noted above.
4. If selected to participate in the garden suite pilot project, I/we agree to enter into a lease arrangement for the garden suite with the Province of Alberta subject to the terms and conditions as prescribed by Alberta Municipal Affairs.
5. I/We certify that the information on this application is true and correct and that I/we have not concealed or omitted any information.

____________________ ____________________
HOMEOWNER DATE

____________________ ____________________
POTENTIAL RESIDENT DATE

Witness Required If Resident Signs With an X.

____________________ ____________________
WITNESS DATE

MAFP 676 (88/03)

GARDEN SUITE PILOT PROJECT
APPLICATION

ABOUT THE PROJECT

The Government of Alberta, the City of Lethbridge and the Lethbridge Housing Authority will explore a new housing option for older people called garden suites by jointly carrying out a pilot project in Lethbridge. The garden suite pilot project will provide small portable self-contained one-bedroom housing units in the yards of up to three Lethbridge homeowners who wish to provide accommodation and care for their parent(s) or grandparent(s). The units will be owned by the Provincial Government and leased to participating families for a period of up to three years with a possibility of extension. During the course of the project, participating homeowners and garden suite residents will be asked to evaluate garden suites as an appropriate housing option for older Albertans.

Sponsors of this pilot project are looking for Lethbridge homeowners interested in participating in this project.

ELIGIBILITY REQUIREMENTS

Eligibility requirements governing participation in this pilot project pertain to the homeowner, the occupant of the garden suite and the lot of the homeowner.

- Homeowners must reside in the house on the property where the garden suite is to be located. They must be willing and able to provide any care and services needed by the garden suite resident.
- The garden suite occupant must be a parent or grandparent of the homeowner family and should require some degree of care or support services.
- The property of the homeowner must be capable of accommodating the garden suite in compliance with municipal planning requirements.

FURTHER INFORMATION

A factsheet which describes the pilot project conditions in more detail is available from the Lethbridge Housing Authority or City of Lethbridge. Questions regarding the pilot project are welcome and should be directed to the Lethbridge Housing Authority at 329-0556.

HOW TO APPLY

Homeowners interested in participating in this pilot project should mail a completed application form
by SEPTEMBER 8, 1989 to:

LETHBRIDGE HOUSING AUTHORITY
1003 Lethbridge Centre Tower
400 - 4th Avenue South
LETHBRIDGE, Alberta
T1J 4E1

GARDEN SUITE PILOT PROJECT

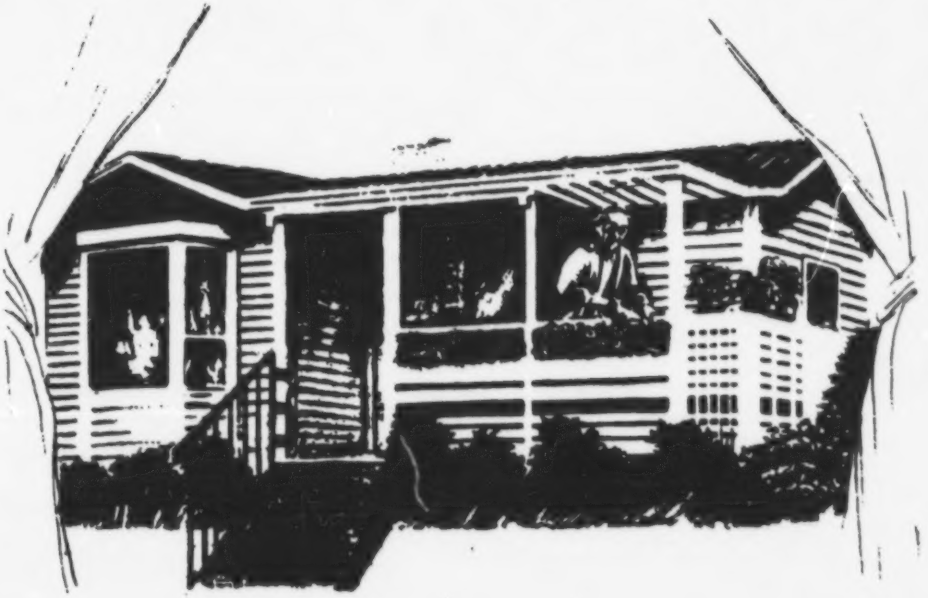
FACT SHEET

Alberta
MUNICIPAL AFFAIRS

COUNTY OF
PARKLAND NO. 31

INTRODUCTION

The Government of Alberta and the County of Parkland have agreed to carry out a pilot project to explore a new housing option for older people. In this cooperative effort with the municipality and local housing organization, the province, through Alberta Municipal Affairs, will provide up to three portable housing units for a period of up to three years to selected families in the community. The units will be placed in the backyards of the family's existing home in order to house the parent(s) or grandparent(s) of the family. A similar pilot project is being initiated in the City of Lethbridge.



This factsheet provides general information about this new housing option to the public in general and to older persons and families in the County of Parkland in particular who may be interested in participating in the pilot project.

Detailed information on the County of Parkland project may be obtained from:

Meridian Foundation
#320, Diamond Jubilee Manor
4612 - 52 Avenue
STONY PLAIN, Alberta
TOE 2G0
Telephone: 963-3456

GENERAL INFORMATION

What is a garden suite?

A garden suite is a portable, self-contained housing unit for older people that can be placed in the yard of a property with an existing single family home. The placement of the unit is temporary, until it is no longer required by the older person.

What are the benefits of this form of housing?

Garden suites allow households to care for their older family members in a family environment while still offering them a level of independence. Garden suites may also prevent or delay their move to an institution.

What will be done in the pilot project?

Over the next three years, the pilot projects in the County of Parkland and the City of Lethbridge will focus on the following tasks and project objectives:

- design, manufacture, place and operate up to three garden suites in each of the municipalities;
- establish a joint provincial-municipal approval process for locating and controlling the use of garden suites;
- evaluate garden suites as a housing option for older persons in urban and rural settings and for different income groups; and
- evaluate and recommend conditions and procedures for implementing this housing option.

What will the garden suites be like?

The units will be self-contained one-bedroom units, approximately 50 square metres (550 square feet) in size, and capable of accommodating one or two older persons. They will also contain a kitchen, dining area, bathroom, laundry area and storage space. The units will be wheelchair accessible and include basic features that will make them convenient to persons with disabilities. (e.g. easy to operate faucets, windows and switches.)

The exterior of the units will be designed to be compatible with adjacent residential dwellings.

How will the province ensure that the garden suites will not be misused in terms of occupancy?

The Province of Alberta will retain ownership of the units during the demonstration period. Each homeowner will enter into a lease/occupancy agreement with the province which will specify the occupant(s) of the garden suite. Administration will be handled on a day-to-day basis by the Meridian Foundation. The garden suite will be removed from a site if it is no longer required by the eligible occupant(s).

PARTICIPANT INFORMATION

Who is eligible?

POTENTIAL RESIDENTS of Garden Suites - You must be an older person, a Canadian citizen or person admitted lawfully to Canada for permanent residence. You must have resided in Alberta for one year prior to application or any other 10 years during your lifetime. You must have a child or grandchild in the County of Parkland that is a homeowner who is eligible to participate in the project and is willing to have you reside in a garden suite on their property. You must need some degree of care and support from your family to otherwise remain independent.

HOMEOWNERS - You must own a home in the County of Parkland that is appropriate for the placement of a garden suite on the basis of siting criteria established for this project. You must reside in a home on the property on which the garden suite is placed. The resident of the garden suite must be your parent(s) or grandparent(s). You must be able and willing to provide care and support required by the potential garden suite resident. You must be prepared to enter into a lease/occupancy agreement for the garden suite with the Province of Alberta.

What are the costs to the homeowner or resident of the garden suite?

The province will own the units. The homeowner will be required to pay a monthly rental fee for the garden suite. You will also be responsible for utility costs, routine maintenance, and any taxes that are levied. The province will also stipulate insurance requirements for the garden suite.

How does the lease arrangement work?

The province and the homeowner will enter a lease/occupancy agreement that will specify, among other things, general lease conditions, the use and care of the garden suite, rental fees, insurance requirements and liabilities. If the garden suite is no longer required by the eligible occupant it will be removed from the site.

Do the units come furnished?

The units will be provided with a refridgerator, stove, carpets and drapes.

How will land use planning approvals be handled?

Criteria will be developed to help select appropriate occupants, host households and sites. The approval process will include ample opportunities for public and neighborhood input on the review and approval of specific sites identified for garden suites. Participants will be required to obtain planning approval from the municipality for the placement of the garden suite.

Who installs and removes the units?

The province will transport the unit to the site, install it and arrange for its removal. This will include initial site preparation and restoration of the site to a reasonable standard after the unit is removed.

What happens after three years?

The scheduled term for the pilot project is three years. However, the province and municipality will make every effort to leave the units in place as long as they are required. The future implementation of garden suites as a housing option for elderly people on a broader basis will depend on the results of the evaluation of this pilot project.

APPLICATION PROCEDURE

Homeowners interested in participating in this experiment should obtain an application form from the Meridian Foundation at the address shown, complete it and submit it to the Meridian Foundation by July 14th.

Alberta
MUNICIPAL AFFAIRS

GARDEN SUITE PILOT PROJECT APPLICATION

COUNTY OF
PARKLAND NO. 31

BEFORE COMPLETING, PLEASE READ THE GARDEN SUITE PILOT PROJECT FACTSHEET AND CONDITIONS PRINTED ON THE REVERSE OF THIS FORM TO DETERMINE IF YOU QUALIFY.

PLEASE PRINT

HOMEOWNER INFORMATION

LAST NAME OF HOMEOWNER	FIRST NAME	INITIAL(S)	HOME PHONE NO.	WORK PHONE NO.
MAILING ADDRESS - STREET OR P.O. BOX NO.		CITY, TOWN VILLAGE,HAMLET		POSTAL CODE

Legal Description of Property: Plan ______ Block ______ Lot ______ OR Meridian ______ Range ______ Township ______ Section ______ Quarter ______

Do you own or lease this property? ☐ Own ☐ Lease

NOTE: Please attach a copy of a site plan (hand drawn) to this application showing the dimensions of the property, the location of existing improvements (dwelling, other buildings, well, septic field, etc.) and the proposed location of the garden suite.

INFORMATION ON POTENTIAL GARDEN SUITE RESIDENT(S)

LAST NAME(S) OF POTENTIAL RESIDENT(S)	FIRST NAME(S)	INITIAL(S)	DATE OF BIRTH Day	Month	Year	RELATIONSHIP TO HOMEOWNER Parent	Grandparent
						☐	☐
						Parent ☐	Grandparent ☐

ADDRESS - APT., STREET OR P.O. BOX NO.	CITY, TOWN ,VILLAGE,HAMLET	POSTAL CODE

Has/Have the potential garden suite resident(s) listed above, lived in Alberta for the last year or any other ten (10) years during their lifetime? ☐ Yes ☐ No

Please check the type(s) of assistance that the potential resident(s) of the garden suite require(s) from the homeowner family. (Check all boxes that apply.)

☐ Housekeeping ☐ Meal preparation ☐ Medication ☐ Transportation ☐ Personal care
☐ Medical care ☐ Other (please specify) ______________________________

Optional Comments: ______________________________

____

DECLARATION

To be signed by homeowner and potential garden suite resident(s).

1. I/We have read and understand the factsheet and conditions for the garden suite pilot project.
2. If selected to participate in the pilot project, the homeowner will occupy the home and the potential resident(s) will occupy the garden suite on the property described above.
3. I/We are able to provide the care/service required by the potential garden suite resident noted above.
4. If selected to participate in the garden suite pilot project, I/We agree to enter into a lease arrangement for the garden suite with the Province of Alberta subject to the terms and conditions as prescribed by Alberta Municipal Affairs.
5. I/We certify that the information on this application is true and correct and that I/We have not concealed or omitted any information.

______________________________ ______________
HOMEOWNER DATE

______________________________ ______________
POTENTIAL RESIDENT DATE

Witness Required If Resident Signs With an X.

______________________________ ______________
WITNESS DATE

MAFP [illegible] ([illegible])

GARDEN SUITE PILOT PROJECT

APPLICATION

ABOUT THE PROJECT

The Government of Alberta, the County of Parkland and the Meridian Foundation will explore a new housing option for older people called garden suites by jointly carrying out a pilot project in County of Parkland. The garden suite pilot project will provide small portable self-contained one-bedroom housing units in the yards of up to three County of Parkland homeowners who wish to provide accommodation and care for their parent(s) or grandparent(s). The units will be owned by the Provincial Government and leased to participating families for a period of up to three years with a possibility of extension. During the course of the project, participating homeowners and garden suite residents will be asked to evaluate garden suites as an appropriate housing option for older Albertans.

Sponsors of this pilot project are looking for County of Parkland homeowners interested in participating in this project.

ELIGIBILITY REQUIREMENTS

Eligibility requirements governing participation in this pilot project pertain to the homeowner, the occupant of the garden suite and the lot of the homeowner.

- Homeowners must reside in the house on the property where the garden suite is to be located. They must be willing and able to provide any care and services needed by the garden suite resident.
- The garden suite occupant must be a parent or grandparent of the homeowner and should require some degree of care or support services.
- The property of the homeowner must be capable of accommodating the garden suite in compliance with municipal planning requirements.

FURTHER INFORMATION

A factsheet which describes the pilot project conditions in more detail is available from the Meridian Foundation or County of Parkland. Questions regarding the pilot project are welcome and should be directed to the Meridian Foundation at 963-3456.

HOW TO APPLY

Homeowners interested in participating in this pilot project should mail a completed application form
by July 14, 1989 to:

MERIDIAN FOUNDATION
Suite 320, Diamond Jubilee Manor
4612 - 52 Avenue
STONY PLAIN, Alberta
TOE 2G0

APPENDIX III

CITY OF LETHBRIDGE -
LAND USE BYLAW
AMENDMENT NO. 4303

BY-LAW NO. 4303

A BY-LAW OF THE CITY OF LETHBRIDGE TO AMEND BY-LAW NO. 4100 - THE LAND USE BY-LAW OF THE CITY OF LETHBRIDGE

* * *

THE COUNCIL OF THE CITY OF LETHBRIDGE, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. By-law No. 4100 - The Land Use By-law of the City of Lethbridge is hereby amended.

2. By-law No. 4100 is hereby amended by inserting the following Subsection (60.1) to Section 4 - Definitions:

4. (60.1) Garden Suite means a temporary dwelling unit which complies with the Garden Suite Pilot Project sponsored by the Government of Alberta, City of Lethbridge and Lethbridge Housing Authority.

3. By-law No. 4100 is hereby further amended by inserting the following Subsection (9) to Section 70 - General Rules for Residential Development:

70 (9) Garden Suites shall:

(a) not be located in the front yard:
(b) not exceed 1 storey in height;
(c) maintain a minimum side yard setback of 1.2 m;
(d) maintain a rear setback from rear parcel line of:
    (i) 0.6 m when there is a lane;
    (ii) 1.2 m when there is no lane and the garden suite has a blank wall facing the rear parcel line;
    (iii) 3.0 m when there is no lane and the garden suite has a window opening on the wall facing the rear parcel line;
(e) have a minimum separation distance of 2.4 m from the principal building and 1.2 m from all other buildings on the same parcel or site:
(f) not be located on any parcel or site which contains two or more permanent dwelling units;
(g) require an exemption of Section 78 of the Planning Act prior to issuance of Development Permit.

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PLANNING DEPT.
City Of Lethbridge

... 2

4. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-CM (Comprehensively Planned Medium Density Residential District) the following:

Garden Suites

5. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-L (Low Density Residential District) the following:

Garden Suites

6. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-MH (Mobile Home District) the following:

Garden Suites

7. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-37 (Medium Density Residential District) the following:

Garden Suites

8. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-37L (London Road Neighbourhood Higher Density and Selected Redevelopment Areas) the following:

Garden Suites

9. By-law No. 4100 is hereby further amended by adding to the list of discretionary uses in the R-50 (Medium Density Residential District) the following:

Garden Suites

10. This By-law shall come into force on the date of final passing thereof.

READ A FIRST TIME this 1st day of MAY A.D. 1989

DEPUTY MAYOR

M. Johnstone
CITY CLERK

READ A SECOND TIME this 29th day of MAY A.D. 1989

DEPUTY MAYOR

M. Johnstone
CITY CLERK

READ A THIRD TIME this 29th day of MAY A.D. 1989

DEPUTY MAYOR

M. Johnstone
CITY CLERK

APPENDIX IV

BOARD ORDER - WAIVER OF SECTION 78, ALBERTA PLANNING ACT

Alberta

PLANNING BOARD

BOARD ORDER: 427-M-89/90

FILE: 89/90-EX-35

MUNICIPALITY: City of Lethbridge

FRIDAY, THE TWENTY-SEVENTH DAY OF OCTOBER, 1989

BEFORE:

The Alberta Planning Board

IN THE MATTER OF the Planning Act

AND IN THE MATTER OF a request by Gary Weikum, Planning Superintendent, City of Lethbridge, 910 - 4th Avenue, South, Lethbridge, Alberta on behalf of Mr. an Mrs.

(hereinafter called the applicant)

FOR AN ORDER OF the Board granting an exemption under section 78(6) of the Act as it applies to the 6,250 square foot lot, Plan R., Block , Lots and , City of Lethbridge.

UPON READING the submission(s) of the Applicant.

BOARD DECISION

AND UNDER THE AUTHORITY vested in the Board under section 78(6), the Board has decided to grant exemption from the operation of section 78(1) of the Act as it applies to the second residence, located on the referenced lot, for so long as Mr. and/or Mrs. reside in the second residence.

AND IT IS SO ORDERED

THE ALBERTA PLANNING BOARD

Peter Polischuk

P. Polischuk, Acting Chairman

This Board Order does not constitute development approval. A development permit must be obtained from the local municipality.

Alberta

PLANNING BOARD

BOARD ORDER: 426-M-89/90

FILE: 89/90-EX-36

MUNICIPALITY: City of Lethbridge

FRIDAY, THE TWENTY-SEVENTH DAY OF OCTOBER, 1989

BEFORE:

The Alberta Planning Board

IN THE MATTER OF the Planning Act

AND IN THE MATTER OF a request by Gary Weikum, Planning Superintendent, City of Lethbridge, 910 - 4th Avenue, South, Lethbridge, Alberta on behalf of Mr. & Mrs.

(hereinafter called the applicant)

FOR AN ORDER OF the Board granting an exemption under section 78(6) of the Act as it applies to the 13,000 square foot lot, Plan , Block , Lot , City of Lethbridge.

UPON READING the submission(s) of the Applicant.

BOARD DECISION

AND UNDER THE AUTHORITY vested in the Board under section 78(6), the Board has decided to grant exemption from the operation of section 78(1) of the Act as it applies to the second residence, located on the referenced lot, for so long as resides in the second residence.

AND IT IS SO ORDERED

THE ALBERTA PLANNING BOARD

P. Polischuk, Acting Chairman

This Board Order does not constitute development approval. A development permit must be obtained from the local municipality.

APPENDIX V

INNOVATIVE RESIDENTIAL DEVELOPMENT AREA ORDER

Alberta
MUNICIPAL AFFAIRS

Office of
the Minister

Ministerial Order No. 648/89.

MINISTERIAL ORDER

IN THE MATTER OF THE
PLANNING ACT, R.S.A. 1980

I, Raymond A. Speaker, Minister of Municipal Affairs, pursuant to Section 149 of the Planning Act, R.S.A. 1980 hereby order as follows

1) The sites located in the County of Parkland No. 31 and described in Schedule "A" attached are designated as Innovative Residential Development Areas.
2) The provisions of Section 78 of the Planning Act, R.S.A. 1980, and those provisions of the County of Parkland No. 31 Land Use By-law which may restrict the placement of two residential dwelling units (including single wide mobile homes) on one lot, are hereby waived with respect to the Innovative Residential Development Areas as described in Schedule "A" attached.
3) Other provisions of the Planning Act, R.S.A. 1980 and the County of Parkland No. 31 Land Use By-law shall continue to apply with respect to the Innovative Residential Development Areas as described in Schedule "A" attached.
4) This Order is valid until December 31, 1992.

Raymond A. Speaker

Raymond A. Speaker
Minister of Municipal Affairs

DATED in Edmonton, Alberta, this 7 day of Nov, , 1989.

648/89

Schedule "A"

The following sites located in the County of Parkland No. 31 are designated as Innovative Residential Development Areas

1) Lot 3, Block 4, Plan 2368 TR (Pt. N.W. 9-53-1-5)

2) Title No. 53-D-278 (Pt. N.E. 22-51-2-5)

APPENDIX VI

DESIGN AND CONSTRUCTION CONSULTANCY TERMS OF REFERENCE

TERMS OF REFERENCE FOR DESIGN AND CONSTRUCTION CONSULTANCY WORK FOR A GARDEN SUITE PILOT PROJECT

A. INTRODUCTION

Alberta Municipal Affairs, hereinafter referred to as the Department, plans to carry out a garden suite pilot project as a joint and co-operative effort with the City of Lethbridge and the County of Parkland. Garden suites are hostel or self-contained residential units located on the property of a host family to accommodate and facilitate the provision of support services for one or two elderly relatives.

Garden suites have been developed and tried as one accommodation and service option for the elderly in a number of jurisdictions, notably in Australia, United States and Ontario. Other provinces, including Alberta, have participated in a demonstration of garden suites to the public to guage public response to such units. However, this demonstration did not involve occupied units nor was it implemented on typical sites. Because of positive public response to this demonstration and growing interest among some municipalities with granny suite concept, along with the lack of real experience with the concept in the context of Alberta's planning laws and practices, the Department intends to investigate it further through the proposed pilot project.

The main objectives and scope of the pilot project are:

1. to design, manufacture/construct, place and operate up to six garden suites, with up to three in Lethbridge and up to three in the County of Parkland;

2. to establish and implement a joint provincial-municipal approval process for locating and controlling the use of the garden suites;

3. to evaluate and recommend on the appropriateness of garden suites as a housing option for the frail elderly in rural and urban settings and for different income groups, as well as conditions and procedures for implementing this housing option if appropriate; and

4. to remove the units after the conclusion of a three year demonstration and evaluation period as appropriate, or before, if the project must be abandoned for any reason, such as the departure of the occupant(s) of the garden suite(s).

For purposes of implementing the pilot project, two committees have been established for each geographical component of the pilot project: a Working Committee to recommend on pilot project conditions and procedures and a Steering Committee to decide on those recommendations. For the Lethbridge component, committee representatives have been drawn from the Department, the City of Lethbridge and the Lethbridge Public Housing Authority. For the County of Parkland, representatives have been drawn from the Department, the County and the Meridian Foundation.

These terms of reference specify the responsibilities of a Consultant in the design, construction and placement of up to three garden suite units in Lethbridge and up to three in the County of Parkland. These responsibilities constitute the work in this project which will be referenced to as the Design and Construction Consultancy Project. Work in support of other objectives of the pilot project will be carried out by other groups and/or consultants in other specific projects. Further, notwithstanding the responsibilities of the committees established for the pilot project, the Consultant engaged for this project will be solely responsible to the Director of Research and Development, Housing Division, Alberta Municipal Affairs.

B. OBJECTIVES

The Consultant will be responsible for carrying out the following objectives of this project:

1. To review documented information provided by the Department and listed in Attachment 1 on prototypical garden suite designs, construction techniques, foundations, services, siting criteria and site preparation guidelines.
2. To prepare design drawings, working drawings and technical specifications as appropriate for
    a) three unit designs similar to those illustrated in Attachment 2 and in accordance with design criteria listed in Attachment 3,
    b) proposed foundation systems, and
    c) proposed methods for providing services to the unit.
3. To prepare cost estimates for each unit design in place and ready for occupancy and for the removal and replacement of the units.
4. To prepare, circulate and evaluate tenders for the construction and placement of the units.

5. To prepare plans for each of the selected sites and plans for the placement of the units.

6. To supervise the production of units as required, the site preparation work and the placement of units.

C. SCOPE

This section specifies the scope of the work required of the consultant in relation to the objectives of this project.

1. Information Review

The Consultant will review the documentation on granny suites listed in Attachment 1 and provided by the Department.

2. Design and Technical Drawings and Specification

a) The Consultant will refine three unit designs and develop appropriate technical drawings and specifications in accordance with:

   i) general designs illustrated in Attachment 2;
   ii) unit design and construction requirements contained in Attachment 3; and
   iii) construction techniques used by manufactured, modular, panelized and conventinal housing producers as appropriate.

In respect of items 'i' and 'ii' above, the Consultant will not be required to investigate and develop unit occupant and design requirements or develop original designs, but refine typical designs illustrated in Attachment 2. In respect of item 'iii' above, the Consultant will investigate and advise on the feasibility of building the units using manufactured, modular, panelized and conventional wood frame construction methods, and will develop technical drawings and materials which comply with the standards relevant to the mode(s) of construction selected by the Department.

b) The Consultant shall develop foundation designs appropriate to the requirements of this project. In particular, the foundations should:

   i) be designed for temporary use,
   ii) be easy to install,
   iii) result in minimum site disruption,
   iv) be easy to remove, and
   v) allow adequate unit anchoring.

c) The Consultant shall develop designs, technical requirements and strategies for providing the following services to the unit:

   i) natural gas (if appropriate),
   ii) water,

iii) sanitary sewer,
iv) electricity,
v) cable televison, and
vi) an electronic alarm.

3. Cost Estimating

The Consultant shall provide cost estimates for the following tasks:

a) unit production on a per unit basis for each mode of construction selected by the Department;

b) unit transportation, site preparation, unit placement and unit servicing including tasks listed in Attachment 4;

c) unit removal and site restoration (in 1989 dollars); and

d) unit replacement on another site (in 1989 dollars) for each mode of construction selected by the Department.

(The purpose of including unit replacement costs in the work is to achieve a fair comparison of alternate modes of construction for meeting the special unit relocatability requirements of the granny suite.)

4. Tendering

a) The Consultant will prepare separate tender packages for the Lethbridge and the County of Parkland components of the pilot project. (Tenderers may bid for both components of the pilot project.) The tender package will call for quotations and/or estimates for the specified work, but tenderers will be given the opportunity to submit bids on variants of the specified unit designs and other elements of the work if they choose. Each tender package will call for the following information:

   i) Quotations for the construction cost of up to three units of at least one of the three designs and estimates of the construction cost of those designs not quoted.

   ii) Quotations or estimates for unit transportation, site preparation, unit placement and unit servicing in accordance with requirements listed in Attachments 4 and 5. Quotations will be required if sites have been selected. Otherwise estimates will be sufficient and based on generic information on site preparation, unit placement and unit hook up requirements.

   iii) Estimates for unit removal and site restoration (in 1989 dollars).

iv) estimates for unit replacement on another site (in 1989 dollars).

Note: The quotations and/or estimates may be submitted by one tenderer for all of the work or they may be submitted by more than one if the work is to be handled by more than one contractor.

b) The Consultant will send tender packages to selected contractors as directed by the Department.

c) The Consultant will answer questions and provide clarifying information to invited tenderers.

d) The Consultant will review submitted tenders with the Department and make recomendations on the selection of tenders. The Consultant will also obtain references on potential contractors as directed by the Department.

e) The Consultant will assist the Department in preparing contracts for execution of the work related to providing and placing the units in this pilot project.

5. Preparation of Site Plan and Unit Placement Plans

The Department will identify sites for the pilot project to the Consultant as they are selected.

The Consultant shall:

a) develop plans of the sites which will contain the information listed in Section A of Attachment 5;

b) develop plans of proposed unit locations on the basis of factors listed in Section B of Attachment 5, siting criteria listed in Section C of Attachment 5 and site preparation requirements in Section D of Attachment 5; and

c) modify the plans for unit placement as directed by the Department on the basis of input from the occupants of the host dwelling and granny suite and from the municipality.

6. Unit Production and Site Supervision

The Consultant shall provide the following site and field supervision services:

a) Supervise unit construction/production. If the units are manufactued in a certified plant, the Consultant will only be required to review and approve the first unit produced prior to its transportation to the site.

b) Supervise work on all selected sites, including site preparation, unit placement and unit placement and unit servicing.

c) Review and recommend on all invoices on the basis of work done. Establish the date of substantial completion and advice on the release of any holdbacks.

D. APPROACH

The work carried out in this project will be carried out in phases which generally correspond to the project objectives and the main elements of the scope of the work. The Consultant shall not proceed with the work of any phase unless the Department has provided written authorization to proceed with that phase. Execution of this agreement authorizes the Consultant to begin Phase I. If possible, work on the Lethbridge and County of Parkland components of the pilot project should proceed at the same rate.

Phase 1: Information Review

This phase should start not later than April 17, 1989 and be completed by April 27, 1989 and include the following Consultant tasks:

a) Review of documented information provided by the Department.

b) Discuss issues of concern with the Department.

Phase 2: Preparation of Designs and Technical Drawings and Material

This phase should start not later than May 1, 1989 and be finished by June 30, 1989, and include the following Consultant tasks:

a) Unit

  i) Refine three unit designs on the basis of information, requirements and criteria cited in this agreement and prepare unit design drawings.

  iii) Review the designs with the Department.

  iv) Develop technical drawings and specification for the three designs and for the mode(s) of construction selected by the Department.

b) Foundation

i) Document a review of alternate foundation systems which meet criteria specified in this agreement and which are appropriate for this pilot project. Recommend a foundation system.

ii) Review the recommendation with the Department.

iii) Develop designs, technical drawings and specifications as appropriate for the foundation system selected by the Department.

c) Unit Services

i) Document alternate methods of providing unit services specified in this agreement that would be appropriate in this pilot project. Recommend a system and approach.

ii) Review the recommendaiton with the Department.

iii) Develop designs, technical drawings and specifications as appropriate for providing services to the unit in accordance with methods selected by the Department.

Phase 3: Preparation of Cost Estimates

Work on this phase may begin during Phase II work and be completed by July 7, 1989. The Consultant shall provide cost estimates as specified in Section C3 of this agreement.

Phase 4: Tendering

This phase should start not later than July 14 and be completed by July 31 and include the following Consultant tasks:

a) Prepare tender packages for up to three units and all necesary site work in Lethbridge and up to three units and all necessary site work in the County of Parkland. The packages will call for quotations and estimates specified in Section C.4.a of this agreement.

b) Circulate the packages to contractors designated by the Department.

c) Respond to questions from tenderers.

d) Review tenders and recommend on selection of successful tenderer.

e) Advise the Department on the preparation of contracts for the execution of work related to providing and placing the units in this pilot project.

Phase 5: Preparation of Site Plans

This phase should start as soon as sites are selected and should be completed by July 31, 1989, and include the tasks outlined in Section C.5 of this agreement.

Phase 6: Supervision of Unit Construction and Site Work

This phase should start not later than August 7, 1989 and be completed by September 29, 1989, and include the Consultant tasks specified in Section C.6 of this agreement.

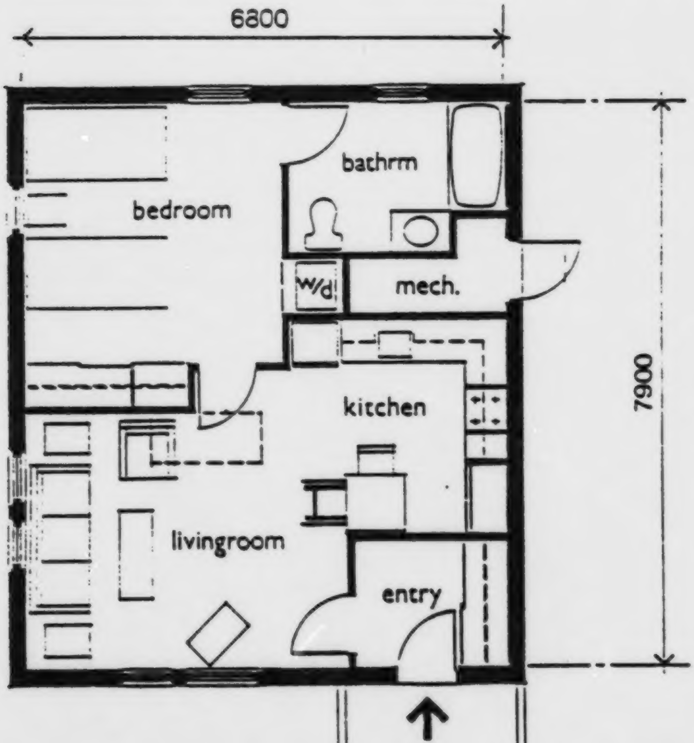
E. CONTRACT AMOUNT

The contract amount available to carry out the work specified in these terms of reference, including all fees and expenses will not exceed $20,000.

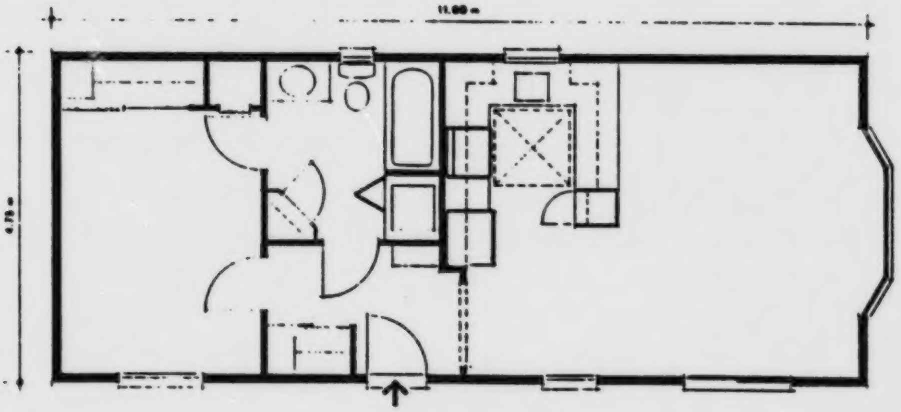
Attachment 1: References on Granny Suites Available from the Department

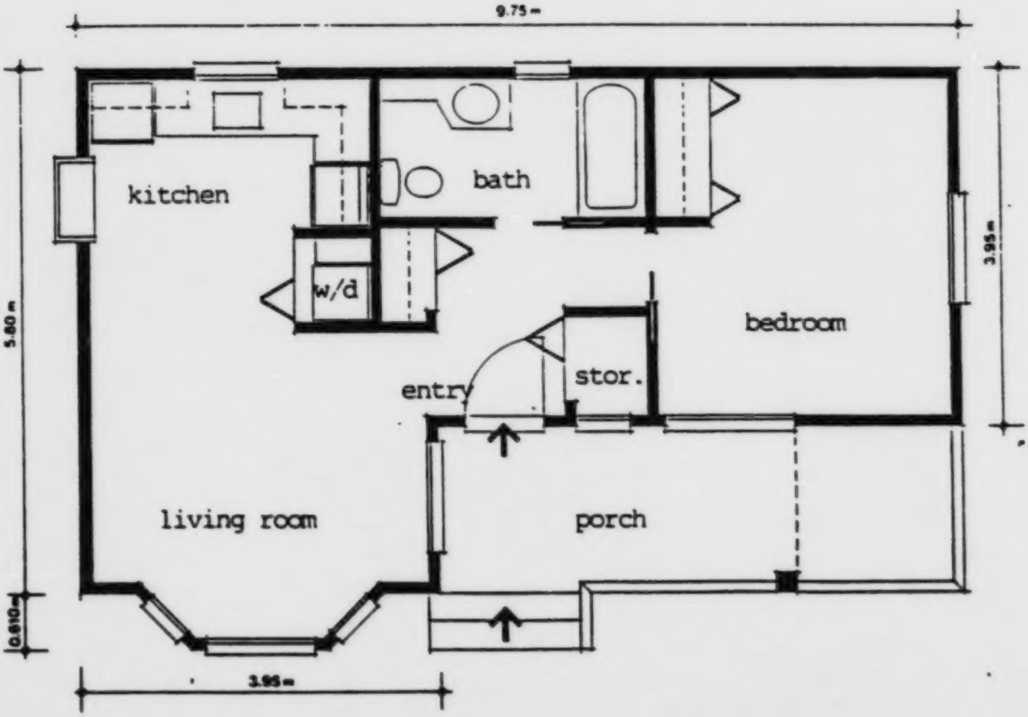
	Title	Author or Publisher	Date
1.	Garden Suites: A new Housing Option for Elderly Canadians	Canada Mortgage and Housing Corporation	No Date
2.	Garden Suites in Alberta - A Preliminary Review of Planning Legislative Issues	Alberta Municipal Affairs	November, 1987
3.	Garden Suites Demonstration Study (Draft Final Report)	Gallup Canada, Inc.	September 30, 1988
4.	Garden Suite Project: A Cooperative Effort Between the Federal and Provincial Governments and the Canadian Manufactured Housing Institute. To Demonstrate an Alternative Housing Option for the Elderly	Edward L. Littlejohn (for the Canadian Manufactured Housing Institute)	June 15, 1988
5.	Garden Suite Demonstration Project	Alberta Municipal Affairs	March, 1988
6.	Issues Associated with the Development of Granny Flats in Alberta	Alberta Municipal Affairs	June, 1986
7.	Portable Living Units for Seniors-Site Preparation and Unit Installation Guidelines (Draft Report)	Ontario Ministry of Housing	No Date
8.	Portable Living Units for Seniors-Technological Research and Assessment	Ontario Ministry of Housing	February, 1988
9.	Plus Unit Evaluation	James R. Cooke	August 24, 1987
10.	Preparatory Guidelines for a Granny Suite Demonstration Project	Alberta Municipal Affairs	January, 1987

Attachment 2: Generic Designs for Granny Suites


6800
bathrm
bedroom
w/d
mech.
kitchen
7900
livingroom
entry
up

(GRANNY FLAT)
NSTRATION HOME


11.00 m
4.75 m


9.75 m
kitchen
bath
w/d
bedroom
entry
stor.
living room
porch
5.80 m
3.95 m
0.610 m
3.95 m

Attachment 3: Design and Construction Requirements of Granny Suites for the Pilot Project

A. Unit Design

1. Basic Unit Design Characteristics

- self-contained, free standing
- will contain the following elements/spaces:
  - ° bedroom
  - ° bathroom c/w or adjacent to a laundry
  - ° kitchen (which may open to the living room)
  - ° dining area (which may be part of the living room, or entry and kitchen)
  - ° storage and closets as appropriate
- will include refridgerator, range, washer and dryer
- approximately 50 m^2 in size

2. Special Design Requirements

- bedroom shall accommodate 1 or 2 persons
- unit to include a covered porch or landing about 4 m^2 in size
- accessible to wheelchair and handicapped persons and include basic features to accommodate disabled persons such as the following:
  - ° lever handle-type operators on plumbing fixtures
  - ° floor or wall mounted grab bars and handrails in washrooms
  - ° windows with lever handle-type operators at the bottom sill
  - ° mounted switches, outlets, thermostats etc. accessible by wheelchair users and equipped with a night light
  - ° electrical outlets should be located not less than 530 mm above the floor
  - ° side by side refridgerator-freezer units
  - ° front control stoves with accessible range hood vent fans
  - ° cabinets with the potential to allow space under the sink for wheelchair access
- make provision for an electronic alarm or emergency response system
- provide some form of unit address or locator, as appropriate
- install carpet with patterns and/or color changes
- install light fixtures open at the bottom with a high wattage bulb capacity
- provide one wall with no windows (to expand unit location options and increase unit furnishability)
- consider providing substantial eave overhang for summer sun shading
- provide exterior electrical receptacle in wall and in soffit near exterior entrance, also an exterior light near unit entrance

3. Unit Form

   - three unit designs to be developed as follows:
     - ° a square footprint home similar in general concept to the PLUS units used in Ontario
     - ° a rectangular footprint home similar to the unit exhibited in Alberta by the Manufactured Housing Association of Alberta and Saskatchewan as their contribution to the National Garden Suite Demonstration Project (NGSDP)
     - ° an "L" shaped home similar to the unit exhibited in B.C. during the NGSD project

4. Unit Aesthetics

   - develop unit as a neutral generic product with pleasing elevations that are compatible with the predominant housing stock in Alberta
   - provide skirting around the unit if required to achieve a "finished" unit appearance

B. Unit Construction

1. Basic Requirements

   - portability: ie. easy to transport, place, remove, reuse
   - durability

2. Method of Construction

   - investigate manufactured, modular, panelized and conventional construction techniques and develop designs and construction details compatible with mode(s) of construction selected by the Department and in compliance with applicable construction standards (ie. ABC, CSA-277 and/or CSA-Z240)

3. Mechanical System

   - the heating and ventilation system shall comply with the Alberta Building Code

4. Plumbing System

   - design to comply with applicable regulations
   - plumbing system shall be designed for easy connection and disconnection and to avoid freezing in the winter

5. Electrical Requirements

   - design to comply with the governing regulations
   - hard wire all electrical appliances

Attachment 4: Main Responsibilities Related to Unit Transportation, Site Preparation, Unit Placement and Unit Servicing

1. Loading and transportation of the units from the manufacturing plant or previous site to the installation site.

2. Arrangement for highway escorts during unit transportation, if required.

3. All machine rentals including the crane and back-hoe or bob-cat.

4. Arranging the installation of all site services including water supply, sanitary sewage disposal, electrical, television, telephone, etc. and the tie-in of the host dwelling and unit.

5. Installation of the unit foundation.

6. All municipal permit and inspection requirements.

7. The coordination of all subcontractors and supplies.

8. Installation of the units on the foundation and the unit anchoring.

9. All site clearing, grading, resodding, landscaping and site restoration required to complete the installation.

Attachment 5: Preparation of Site Plans and Unit Placement Plans

A. Site Plans

The Consultant shall prepare plans of the selected sites showing the following information:

1. the overall size of the property including property lines and dimensions,
2. the location of the existing host house and its exterior dimensions,
3. the location of the existing driveway onto the property as well as the abutting public roadway,
4. the location of any other existing buildings, structures, garden plots, trees, shrubs, flower beds, etc.,
5. the location of existing telephone, electrical power, cable television, water, sanitary sewer, gas or other service lines,
6. the location of neighbouring houses, structures and landscape features since they may be potentially affected by either the installation process or the final placement of the unit, and
7. the existing topography of the lot.

In urban locations where the site constraints are more pronounced, a legal survey of the host lot should be used as the base plan.

B. Unit Placement Factors

When the site plan illustrating the existing conditions is completed, the suggested location of the unit should be shown. The major factors to consider in siting/orienting the unit, particularly in urban locations where the available space is restricted, are:

1. complying with given siting criteria shown in Section C of this Attachment,
2. maximizing the remaining functional capability of the outdoor recreation space in the rear yard,
3. recognizing the location of existing site services including tie-in points,
4. recognizing the location of existing structures, trees, overhead wires, etc. that could obstruct the placement of the modules by crane on the unit foundation,

5. providing direct pedestrian access between the unit and host house entranceways,

6. minimizing any interference of the use of adjacent properties, and

7. minimizing the requirements for re-landscaping and site restoration following the unit placement.

C. Siting Criteria and Site Design Requirements

1. Site Coverage

    - to be provided by the Department.

2. Setback Requirements

    - to be provided by the Department.

3. Easements

    - units shall not be placed in contravention of easements

4. Service Connections (gas, water, sanitary sewer, telephone, electrical, etc.)

    - guidelines to be provided by the Department.

D. Site Preparation

1. Site Clearing

    - to be specified by the Department

2. Site Grading

    - grade the site to avoid ponding around or under the unit
    - downspouts from eavestroughs may have to be extended away from the unit to ensure proper drainage

3. Landscaping

    - to be specified by the Department

4. Walkways

    - provide a walkway from the unit to the host dwelling, to the street, to garbage pick-up areas and to the occupant's parking area (if applicable)

5. Parking

    - allow occupants who have cars to park them in a convenient space

APPENDIX VII

PROVINCIAL/MUNICIPAL AGREEMENT

THIS AGREEMENT made this 6th day of November 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS
(hereinafter called the "Minister")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LETHBRIDGE
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the parties hereto have agreed to develop a pilot project pursuant to which portable living units will be provided to the owners of land for occupancy by elderly parents or parents-in-law or grandparents or grandparents-in-law of the owners in accordance with the terms and conditions in the document attached hereto as Appendix "A".

NOW THEREFORE in consideration of the premises and covenants hereinafter contained, the Minister and the Municipality agree as follows:

1. Definitions

1.01 Whenever in this Agreement the following words or phrases are used, they shall have attributed to them the following meaning:

a) "Committee" means the local working committee constituted pursuant to Section 4.01 of this Agreement;
b) "Garden Suite" means a portable living unit consisting of approximately 50 square metres (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen;
c) "Housing Authority" means the Lethbridge Housing Authority;
d) "Licence" means a licence between the Minister and the Owner providing for the installation of a Garden Suite on the Owner's land;

e) "Occupant" means the parent(s), grandparent(s), parent(s)-in-law or grandparent(s)-in-law of the Owner permitted occupancy of the Garden Suite pursuant to a licence;
f) "Owner" means the owner or owners of land with whom the Minister has entered into licence.

2. Minister's Obligations

2.01 The Minister:

a) shall cause to be built up to three (3) Garden Suites;
b) shall enter into a licence with the owners selected by the Committee, such licence to be on the terms and conditions prescribed by the Minister;
c) shall cause to be installed the Garden Suites on the owner's land and shall cause them to be connected to municipal services;
d) shall require any contractor with whom the Minister enters into an agreement for the installation of a Garden Suite to carry public liability and property damage insurance to remedy any damages caused during such work by the contractor or his agents to the lands and premises of the municipality;
e) may assign the administration of all or part of each licence to the Housing Authority;
f) shall provide the Municipality with copies of any registered Licence Agreements between the Ministry and any Owner; and,
g) shall undertake research and evaluation related to the Garden Suite pilot project and make recommendations on the future application of the Garden Suite concept.

3. Municipality's Obligations

3.01 The Municipality:

a) shall determine any land use bylaw amendments necessary to permit the location of Garden Suites in the Municipality;
b) shall process any Development Applications necessary to permit the location of Garden Suites on selected sites within the Municipality;
c) shall request an exemption from Section 78 of the Planning Act (RSA 1980) from the Alberta Planning Board to permit the location of Garden Suites referred to in clause 3.01(b).

4. Committee

4.01 The Minister and the Municipality shall establish a Committee which shall be composed of members who are representatives of and who are appointed by the following:

a) the Municipality;
b) the Minister;
c) such other members selected by the Minister and the Municipality who may agree to serve on the Committee from time to time.

4.02 The Committee shall select qualified owners from among the applicants on the basis of the criteria specified in the document attached hereto as Appendix "A".

5. Term

5.01 The term of this Agreement shall commence on the 26 day of May 1989 and shall end on the 31 day of March 1993.

5.02 All obligations of the Municipality and the Committee to permit audits and retain books, records or documents shall survive the termination of this Agreement.

6. Contacts

6.01 The contacts of the parties for the purpose of this Agreement are:

a) for the Minister:
Mr. Linden Holmen
Director, Housing Research and Development
Housing Division
Alberta Municipal Affairs
2nd Floor, Jarvis Building
9925 - 107 Street
Edmonton, Alberta
T5K 2H9

b) for the Municipality:
Mr. Gary Weikum
Acting Planning Director
Planning Department
City of Lethbridge
910 - 4 Avenue S.
Lethbridge, Alberta
T1J 0P6

7. Amendments

7.01 The Minister and Municipality may, by mutual agreement, agree to change or alter the terms and conditions of this Agreement from time to time.

IN WITNESS WHEREOF the parties have executed this Agreement.

HER MAJESTY THE QUEEN in right of the Province of Alberta as represented by the Minister of Municipal Affairs

Per: Raymond A Speaker
The Honourable Raymond A. Speaker

Corporation of the City of Lethbridge

Per:
Mayor

M. Johnstone
City Clerk

ATTACHMENT A:

SUPPLEMENTARY TERMS OF THE GARDEN SUITE PILOT PROJECT TO BE IMPLEMENTED IN THE CITY OF LETHBRIDGE

I. INTRODUCTION

Alberta Municipal Affairs plans to carry out a garden suite pilot project as a joint and co-operative effort with the City of Lethbridge and the County of Parkland. For purposes of this project, garden suites are self-contained residential units located on the property of a host family to accommodate and facilitate the provision of support services for one or two parents or grandparents who need some degree of care.

The main objectives and scope of the project are:

1. to design, manufacture, place and operate up to six garden suites, with up to three in Lethbridge and up to three in the County of Parkland;

2. to establish and implement a joint provincial-municipal approval process for locating and controlling the use of the garden suites;

3. to evaluate and recommend on the appropriateness of garden suites as a housing option for elderly persons in rural and urban settings who need some degree of care and/or services and with different incomes, as well as conditions and procedures for implementing this housing option if appropriate; and

4. to remove the units after the conclusion of a three year demonstration and evaluation period as appropriate, or before, if the project must be abandoned for any reason, such as the departure of the occupant(s) of the garden suite(s).

This document provides information on terms of the pilot project in Lethbridge which have been agreed upon by the Minister and the City of Lethbridge.

II. KEY PILOT PROJECT CONDITIONS

Category	Conditions
A. Basic Project Parameters	
1. Duration	The demonstration of the garden suite units in this project is scheduled to occur for a three year period commencing on or about October 1, 1989. Analysis, evaluation and reporting activities are expected to continue for a six-month period beyond the October, 1992 conclusion of the demonstration phase.
2. Scale	The project encompasses the placement of up to three garden suites in Lethbridge.
3. Ownership	The Province will own the units during the demonstration project and decide upon their post-project disposition in consultation with the City of Lethbridge.
4. Cost Sharing	The Province will pay for the capital costs associated with the purchase and delivery of the garden suite units, associated footings, porches, skirting, unit placement and subsequent removal at the end of the demonstration period or when no longer required. The City of Lethbridge will pay for the preparation of the sites to receive the units, the extension and connection of all required utilities, appropriate landscaping and walkways around the unit, as specified in the site plan and agreed to by the City, and restoration of the site to an appropriate degree upon removal of the unit at the end of the demonstration period.
5. Termination	The Minister will be able to terminate the Homeowner's lease agreement if the latter fails to rectify any defaults within 10 days, if the unit or host dwelling is destroyed, if the land is disposed of, if the senior vacates the unit for a undue length of time, or if the development and/or Planning Act (RSA 1980) approvals are revoked.

cont'd

Category	Conditions
B. Occupant Eligibility	
1. Age	The project is limited to people 55 years of age or older.
2. Occupancy	Occupancy is restricted to one or two elder persons who are living in a spousal relationship. It is also restricted to those who have a child or grandchild in the City of Lethbridge who own a home and are willing to permit the occupant(s) to live in a garden suite on his/her property.
3. Residency	Occupancy is restricted to Canadian citizens or those admitted into Canada as permanent residents and who have resided in Alberta for one year prior to applying to the project or for any other 10 year period.
4. Health	The project is designed to accommodate those seniors who require some degree of care and support because of health conditions.
5. Income	Occupants will generally not be required to pass an income test. However, the rent charged for the garden suite units will be based on project cost recovery and market rents. In exceptional cases of joint hardship of owner and occupant(s), a rent reduction may be considered where it can be shown that such a reduction would contribute to the project goals.
C. Owner Eligibility	
1. Residency	The owner must reside in the host (primary) dwelling of the lot where the garden suite is to be located.
2. Income	Owners will generally not be required to pass an income test to qualify. However, the owner will be required to pay rent for the unit as outlined in Section B.5 and should be able to demonstrate how he/she will meet that obligation. In exceptional cases of joint hardship of owner and occupant(s), a rent reduction may be considered where it can be shown that a reduction would contribute to the project goals.

cont'd

Category	Conditions
3. Care-giver Role	The owner(s) must demonstrate that they are both able and willing to provide the supportive medical and/or life-style care that the garden suite occupant(s) require.
4. Legal Obligation	The owner(s) must be prepared to enter into a licence (lease) agreement with the Province which will govern the use and occupancy of the garden suite. The general licence terms are highlighted in the following section.
D. Licence (between Owner and the Province)	
1. Owner Obligations	
a) Occupancy	The owner will permit the garden suite to be used only by approved occupants.
b) Rent	Unless otherwise stipulated, the owner will pay rent for use of the unit based on project cost recovery and prevailing market rents.
c) Insurance	The owner will be required to secure insurance for the unit's contents and to maintain a comprehensive public liability policy in the amount of $1,000,000 to cover the unit and the adjacent areas.
d) Maintenance and Repair	The owner will be responsible for maintaining the unit, porch, steps and surrounding area in a neat, clean and sanitary condition.
e) Municipal and Utility Charges	The owner will be required to pay all utility or service charges and municipal taxes or licence fees arising from the use and presence of the garden suite.
f) Notice of Change	The owner will notify the Province or its agents of any intended change in occupancy or unit condition.

cont'd

Category	Conditions
g) Access	The owner will permit representatives of the Province, the city or their agents access to the site and the unit as appropriate for the maintenance, evaluation and other purposes. This access will be coordinated through the Province's agent in order to minimize the disruption of the owners' and occupants' lifestyles.
h) Unit Removal	The owner will not build or place any service, structure or plant material which would inhibit the eventual removal of the unit in a manner similar to its placement.
2. Provincial Obligations	
a) Unit Supply	The Province will provide and install the garden suite in a location agreed to by the Province and the Owner, and in accordance with conditions stipulated by the City of Lethbridge.
b) Maintenance	The Province or its agents will be responsible for major maintenance and repair of the unit.
c) Unit Removal	The Province will remove the garden suite in accordance with conditions agreed to by the Province and the Owner and in accordance with conditions stipulated by the City of Lethbridge.
d) Site Restoration	The Province shall restore the site to approximate its original condition as is reasonable, including removal of surplus walkways, capping extended services, repair and reinstallation of fencing and repair of the lawn to general grading. The work will not include the provision of any plant materials except for resodding in repaired or regraded areas.
E. Unit Design	The Province has engaged architects to provide architectural consulting services on this project. Their work will be guided by the following design parameters.

cont'd

Category	Conditions
1. Basic Unit Design Characteristics	"Garden Suite" means a portable living unit consisting of approximately 50 square metres (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen. The unit will also contain a refrigerator and stove, a laundry area plus such closets and storage as are appropriate.
2. Special Design Requirements	The units will incorporate design features which contribute to the independent well-being of the intended elderly occupants. These features will include but not be restricted to the following elements:
a) Spatial Attributes	The bedroom shall be of a size and configuration to facilitate the placement of two single beds with appropriate clearances. The unit will include a covered porch of about $4m^2$ in area plus such eaves or sun protection as are appropriate. One wall shall be left without windows or doors to facilitate unit placement and furnishing.
b) Accessibility	In order to make the unit accommodating for those seniors who have limited mobility, the unit will incorporate the following features: ° the units will be wheelchair accessible ° plumbing fixtures will have lever handle-type operators ° floor mounted or wall grab bars and handrails will be incorporated in washrooms ° windows will have lever handle-type operators at the bottom sill ° mounted switches (equipped with lights), outlets, thermostats etc., will be accessible by wheelchair user ° electrical outlets will be located not less than 530 mm above the floor

cont'd

Category	Conditions
	° side by side refrigerator-freezer units will be provided if appropriate ° stoves to have front control with accessible range hood vent fans if available and appropriate ° cabinets shall be designed with the potential to allow space under the sink for wheelchair access ° units will be equipped with an electronic alarm or emergency response system
c) Furnishings	The unit will include the following furnishings or equipment: ° tracks, full length drapes, and liners which come with a long closure handle ° carpets will incorporate patterns or color changes which minimize the effects of any soil or staining ° ceiling light fixtures shall be open-bottomed with a high wattage bulb capacity in order to provide high levels of residential lighting ° exterior electrical requirements include: - electrical outlet on wall - an electrical outlet near the soffit at the entrance - an exterior porch light
d) Unit Address and Mail Delivery	The City of Lethbridge will provide a street address for the garden suite which is separate from the host residence if requested by the occupant, and assist with arrangements for mail delivery to a mail box located near the street.
3. Unit Form	A final decision regarding the unit's ultimate form will be based upon the architectural consultant's review of three existing precedents which include: i) a square home plan similar in concept to the PLUS units recently demonstrated in Ontario;

cont'd

Category	Conditions
	ii) a rectangular shaped home similar to the unit exhibited by the Manufactured Housing Association of Alberta and Saskatchewan as their contribution to the National Garden Suite Demonstration Project (NGSDP); and iii) an "L" shaped home similar to the unit exhibited in B.C. during the NGSD project.
4. Unit Aesthetics	In recognition of the variable sites on which the units might be placed, they will be designed with a pleasing but generic exterior which is compatible with the general range of Alberta residential finishes. This treatment will include the "skirting" that surrounds the base of the unit.
F. Unit Construction	
1. Basic Requirement	The garden suite shall be constructed such that it is durable and can be conveniently transported to and placed in alternate locations during its approximate 25 year lifespan.
2. Construction Methods	The technical construction requirements are not intended to be exclusionary; however, in light of the requirements stated in F.1, it is assumed that the unit may be of modular, panelized or mobile construction. Regardless of the system adopted, construction must conform to the prevalent codes such as: the Alberta Building Code 1985 or the C.S.A. Standards Z-240 and A-277.
3. Plumbing System	In addition to complying with applicable regulations, the plumbing system will be designed and constructed to facilitate ease of connection and disconnection, and to prevent freezing of the utilities.
G. Unit Foundation	A temporary foundation system will be developed which reflects prevailing good trade practices; is easy to install, remove or abandon; minimizes site disruption and is resistant to uplift or unit overturn.

cont'd

Category	Conditions
H. Site Utilities and Services	The technical working drawings and site plans for the garden suites will incorporate instructions regarding provision of utilities and services to the units which will include: gas (if appropriate), water, sanitary sewer, electricity, telephone, cable television and an electronic alarm.
I. Siting and Site Design Requirements Guidelines and Standards	
1. Site Coverage Requirements Standards	The lot coverage shall not exceed the existing 45% limit unless otherwise permitted by the City of Lethbridge.
2. Setback Requirements	The setback requirements will include the following restrictions unless otherwise permitted by the City of Lethbridge: (a) not be located in the front yard; (b) maintain a minimum side yard setback of 1.2 m; (c) maintain a rear setback from rear parcel line of: (i) 0.6 m when there is a lane (ii) 1.2 m when there is no lane and the garden suite has a blank wall facing the rear parcel lane (iii) 3.0 m when there is no lane and the garden suite has a window opening in the wall facing the rear parcel line; (d) have a minimum separation distance of 2.4 m from all other buildings on the same parcel or site; (e) where lot and set back requirements allow alternate unit locations, the unit shall be located to minimize shadows on adjacent properties.
3. Site Grading	The site shall be graded to avoid ponding around or under the unit. (Host residence and garden suite drainspouts may require extension or redirection to ensure proper drainage around the unit.)

cont'd

Category	Conditions
4. Parking	Parking for occupant cars should be conveniently located preferably on the host lot. This requirement may be waived by the City.
5. Walkways	Walkways will be provided to connect the unit with the host dwelling, parking area, garbage pick-up, and the street.
6. Easements	The garden suite will not be placed on any easement.
7. Service Connections	The garden suite may be placed on top of any service excepting the gas line which will require a one meter set-back. Further, the footings shall be located so as to avoid bearing directly on those services.

III. IMPLEMENTATION PROCEDURES

A. Introduction

This section identifies the land use regulatory mechanisms which will be used and outlines the main steps and procedures for implementing the Garden Suite Pilot Project in Lethbridge. Since many of the steps are interdependent, these steps and procedures are presented in chart form so their interdependencies can better be seen and the critical path better understood. They are based on the following principles:

1. The approach used in the pilot project should be similar to the approach likely to be used in the future if the pilot project results in a new program.
2. The approach should operate within the current planning framework and norms.
3. The approach should preserve the municipalities' (traditional) control over the land use.
4. The approach should ensure a degree of public participation.

B. Primary Land Use Regulatory Mechanisms

The following three regulatory mechanisms will be used:

1. Land Use Bylaw

   Lethbridge will enact a land use bylaw amendment allowing garden suites as a discretionary use subject to approval of exemptions by the Alberta Planning Board under the Planning Act.

2. Development Permit

   The placement of individual garden suites will be achieved through granting by Lethbridge site specific development permits for the temporary placement of garden suites in accordance with agreed project conditions.

3. Section 78 of the Alberta Planning Act

   The Alberta Planning Board will grant an exemption under Section 78 of the Planning Act for the pilot project sites to allow the garden suites on each lot in accordance with agreed project conditions.

C. Main Steps on Project Implementation

The main steps and procedures and the general schedule for implementing this project are outlined in Chart 1 (see attached).

CHART 1: PLANNED PROJECT IMPLEMENTATION SCHEDULE

FUNCTION	APRIL	MAY - JUNE	JULY - AUGUST	SEPTEMBER - OCTOBER	NOVEMBER - DECEMBER
Planning Approval and Information Program	•Develop material for announcements	•Public awareness/ announcements/ •Apply for/obtain LUB amendments	•Hold community information sessions	Apply for •development permit	•Apply for exemption from APB •Development approval
Site Selection	•Develop appl. forms, screening criteria	•Receive applications		•Select applicants	•Sign occupancy agreement
Design	•Prepare unit designs	•Prepare technical designs/specs •Prepare designs for foundation, services site	•Complete technical designs and specifications		
Tender				•Call tender •Commission project	
Construction					•Build unit •Prepare site
Placement					•Place Unit •Arrange for occupancy
Monitoring and Evaluation			•Monitor process---		

THIS AGREEMENT made this 27 day of November 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS
(hereinafter called the "Minister")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE COUNTY OF PARKLAND NO. 31
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the parties hereto have agreed to develop a pilot project pursuant to which portable living units will be provided to the owners of land for occupancy by elderly parents or parents-in-law or grandparents or grandparents-in-law of the owners in accordance with the terms and conditions in the document attached hereto as Appendix "A".

NOW THEREFORE in consideration of the premises and covenants hereinafter contained the Minister and the Municipality agree as follows:

1. Definitions

1.01 Whenever in this Agreement the following words or phrases are used, they shall have attributed to them the following meaning:

- a) "Committee" means the local working committee constituted pursuant to Section 4.01 of this Agreement;
- b) "Garden Suite" means a portable living unit consisting of approximately 50 square metres (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen;
- c) "Foundation" means the "Meridian Foundation";
- d) "Licence" means a licence between the Minister and the Owner providing for the installation of a Garden Suite on the Owner's land;
- e) "Occupant" means the parent(s), grandparent(s), parent(s)-in-law or grandparent(s)-in-law of the Owner permitted occupancy of the Garden Suite pursuant to a licence;
- f) "Owner" means the owner or owners of land with whom the Minister has entered into licence.

2. Minister's Obligations

2.01 The Minister:

a) shall cause to be built up to three (3) Garden Suites;
b) shall enter into a licence with the owners selected by the Committee, such licence to be on the terms and conditions prescribed by the Minister;
c) shall cause to be installed the Garden Suites on the owner's land and shall cause them to be connected to the owner's utilities and services;
d) shall require any contractor with whom the Minister enters into an agreement for the installation of a Garden Suite to carry public liability and property damage insurance to remedy any damages caused during such work by the contractor or his agents to the lands and premises of the Municipality;
e) may assign the administration of all or part of each licence to the Foundation;
f) shall provide the Municipality with copies of any registered Licence Agreements between the Ministry and any Owner;
g) shall consider an application by the Municipality to designate lands of selected owners to be an Innovative Residential Developmental Area under Section 149 of the Planning Act (RSA 1980); and
h) shall undertake research and evaluation related to the Garden Suite pilot project and make recommendations on future applications of the Garden Suite concept.

3. Municipality's Obligations

3.01 The Municipality:

a) shall apply to the Minister for an order designating the lands of the selected owners to be an Innovative Residential Development Area under Section 149 of the Planning Act (RSA 1980); and
b) shall process any Development Permit applications necessary to permit the location of Garden Suites on selected sites within the Municipality.

4. Committee

4.01 The Minister and the Municipality shall establish a Committee which shall be composed of members who are representatives of and who are appointed by the following:
a) the Municipality;
b) the Minister;
c) such other members selected by the Minister and the Municipality who may agree to serve on the Committee from time to time.

4.02 The Committee shall select qualified owners from among the applicants on the basis of the criteria specified in the document attached hereto as Appendix "A", and shall notify the selected applicants in order that the planning process may proceed.

5. Term

5.01 The term of this Agreement shall commence on the 13 day of June 1989 and shall end on the 31 day of March, 1993.

5.02 All obligations of the Municipality or the Committee to permit audits and retain books, records or documents shall survive the termination of this Agreement.

6. Contacts

6.01 The contacts of the parties for the purpose of this Agreement are:

a) for the Minister:	Mr. Linden Holmen Director, Research and Development Housing Division Alberta Municipal Affairs 2nd Floor, Jarvis Building 9925 - 107 Street Edmonton, Alberta T5K 2H9
b) for the Municipality:	County Commissioner County of Parkland No. 31 P.O. Bag 250 Stony Plain, Alberta TOE 2GO

7. Amendments

7.01 The Minister and Municipality may, by mutual agreement, agree to change or alter the terms and conditions of this Agreement from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Her MAJESTY in the right of the Province of Alberta as represented by the Minister of Municipal Affairs

Per: Raymond A Speaker

The Honourable Raymond A. Speaker

The Corporation of the County of Parkland No. 31

Per:

Reeve

Per:

County Commissioner

ATTACHMENT A:

SUPPLEMENTARY TERMS OF THE GARDEN SUITE PILOT PROJECT TO BE IMPLEMENTED IN THE COUNTY OF PARKLAND

I. INTRODUCTION

Alberta Municipal Affairs plans to carry out a garden suite pilot project as a joint and co-operative effort with the County of Parkland and the City of Lethbridge. For purposes of this project, garden suites are self-contained residential units located on the property of a host family to accommodate and facilitate the provision of support services for one or two parents or grandparents who need some degree of care.

The main objectives and scope of the project are:

1. to design, manufacture, place and operate up to six garden suites, with up to three in the County of Parkland and up to three in the City of Lethbridge;
2. to establish and implement a joint provincial-municipal approval process for locating and controlling the use of the garden suites;
3. to evaluate and recommend on the appropriateness of garden suites as a housing option for the frail elderly in rural and urban settings and for different income groups, as well as conditions and procedures for implementing this housing option if appropriate; and
4. to remove the units after the conclusion of a three year demonstration and evaluation period as appropriate, or before, if the project must be abandoned for any reason, such as the departure of the occupant(s) of the garden suite(s).

This document provides information on terms of the pilot project in the County of Parkland which have been agreed upon by the Minister and the County of Parkland.

II. KEY PILOT PROJECT CONDITIONS

Category	Conditions
A. Basic Project Parameters	
1. Duration	The demonstration of the garden suite units in this project is scheduled to occur for a three year period commencing on or about October 1, 1989. Analysis, evaluation and reporting activities are expected to continue for a six-month period beyond the October, 1992 conclusion of the demonstration phase.
2. Scale	The project encompasses the placement of up to three garden suites in the County of Parkland.
3. Ownership	The Province will own the units during the demonstration project and decide upon their post-project disposition in consultation with the County of Parkland.
4. Cost Sharing	The Province will pay for the capital costs associated with the purchase and delivery of the garden suite units, associated footings, porches, skirting, unit placement, utility connections and subsequent removal at the end of the demonstration period or when no longer required. The County of Parkland will make a general contribution of $5,000.00 towards the project costs.
5. Termination	The Minister will be able to terminate the Homeowner's lease agreement if the latter fails to rectify any defaults within 10 days, if the unit or host dwelling is destroyed, if the land is disposed of, if the senior vacates the unit for a undue length of time, or if the development and/or Planning Act (RSA 1980) approvals are revoked.

cont'd

Category	Conditions
B. Occupant Eligibility	
1. Age	The project is limited to people 65 years of age or older.
2. Occupancy	Occupancy is restricted to one or two elder persons who are living in a spousal relationship. It is also restricted to those who have a child or grandchild in the County of Parkland who own a home and are willing to permit the occupant(s) to live in a garden suite on his/her property.
3. Residency	Occupancy is restricted to Canadian citizens or those admitted into Canada as permanent residents and who have resided in Alberta for one year prior to applying to the project or for any other 10 year period.
4. Health	The project is designed to accommodate those seniors who require some degree of care and support because of health conditions.
5. Income	Occupants will generally not be required to pass an income test. However, the rent charged for the garden suite units will be based on project cost recovery and market rents. In exceptional cases of joint hardship of owner and occupant(s), a rent reduction may be considered where it can be shown that such a reduction would contribute to the project goals.
C. Owner Eligibility	
1. Residency	The owner must reside in the host (primary) dwelling of the lot where the garden suite is to be located.
2. Income	Owners will generally not be required to pass an income test to qualify. However, the owner will be required to pay rent for the unit as outlined in Section B.5 and should be able to demonstrate how he/she will meet that obligation. In exceptional cases of joint hardship of owner and occupant(s), a rent reduction may be considered where it can be shown that a reduction would contribute to the project goals.

cont'd

Category	Conditions
3. Care-giver Role	The owner(s) must demonstrate that they are both able and willing to provide the supportive medical and/or life-style care that the garden suite occupant(s) require.
4. Legal Obligation	The owner(s) must be prepared to enter into a licence (lease) agreement with the Province which will govern the use and occupancy of the garden suite. The general licence terms are highlighted in the following section.
D. Licence (between Owner and the Province)	
1. Owner Obligations	
a) Occupancy	The owner will permit the garden suite to be used only by approved occupants.
b) Rent	Unless otherwise stipulated, the owner will pay rent for use of the unit based on project cost recovery and prevailing market rents.
c) Insurance	The owner will be required to secure insurance for the unit's contents and to maintain a comprehensive public liability policy in the amount of $1,000,000 to cover the unit and the adjacent areas.
d) Maintenance and Repair	The owner will be responsible for maintaining the unit, porch, steps and surrounding area in a neat, clean and sanitary condition.
e) Municipal and Utility Charges	The owner will be required to pay all utility or service charges and municipal taxes or licence fees arising from the use and presence of the garden suite.
f) Notice of Change	The owner will notify the Province or its agents of any intended change in occupancy or unit condition.

cont'd

Category	Conditions
g) Access	The owner will permit representatives of the Province, the municipality or their agents access to the site and the unit as appropriate for maintenance, evaluation and other purposes. This access will be coordinated through the Province's agent in order to minimize the disruption of the owners' and occupants' lifestyles.
h) Unit Removal	The owner will not build or place any service, structure or plant material which would inhibit the eventual removal of the unit in a manner similar to its placement.
2. Provincial Obligations	
a) Unit Supply	The Province will provide and install the garden suite in a location agreed to by the Province and the Owner, and in accordance with conditions stipulated by the County of Parkland.
b) Maintenance	The Province or its agents will be responsible for major maintenance and repair of the unit.
c) Unit Removal	The Province will remove the garden suite in accordance with conditions agreed to by the Province and the Owner and in accordance with conditions stipulated by the County of Parkland.
d) Site Restoration	The Province shall restore the site to approximate its original condition as is reasonable, including removal of surplus walkways, capping extended services, repair and reinstallation of fencing and repair of the lawn to general grading. The work will not include the provision of any plant materials except for resodding in repaired or regraded areas.
E. Unit Design	The Province has engaged architects to provide architectural consulting services on this project. Their work will be guided by the following design parameters.

cont'd

Category	Conditions
1. Basic Unit Design Characteristics	"Garden Suite" means a portable living unit consisting of approximately 50 square metres (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen. The unit will also contain a refrigerator and stove, a laundry area plus such closets and storage as are appropriate.
2. Special Design Requirements	The units will incorporate design features which contribute to the independent well-being of the intended elderly occupants. These features will include but not be restricted to the following elements:
a) Spatial Attributes	The bedroom shall be of a size and configuration to facilitate the placement of two single beds with appropriate clearances. The unit will include a covered porch of about $4m^2$ in area plus such eaves or sun protection as are appropriate. One wall shall be left without windows or doors to facilitate unit placement and furnishing.
b) Accessibility	In order to make the unit accommodating for those seniors who are frail, and/or have limited mobility, the unit will incorporate the following features: ° the units will be wheelchair accessible ° plumbing fixtures will have lever handle-type operators ° floor mounted or wall grab bars and handrails will be incorporated in washrooms ° windows will have lever handle-type operators at the bottom sill ° mounted switches (equipped with lights), outlets, thermostats etc., will be accessible by wheelchair user ° electrical outlets will be located not less than 530 mm above the floor

cont'd

Category	Conditions
	° side by side refrigerator-freezer units will be provided if appropriate ° stoves to have front control with accessible range hood vent fans if available and appropriate ° cabinets shall be designed with the potential to allow space under the sink for wheelchair access ° units will be equipped with an electronic alarm or emergency response system which will be capable of notifying authorities of the location of the unit.
c) Furnishings	The unit will include the following furnishings or equipment: ° tracks, full length drapes, and liners which come with a long closure handle ° carpets will incorporate patterns or color changes which minimize the effects of any soil or staining ° ceiling light fixtures shall be open-bottomed with a high wattage bulb capacity in order to provide high levels of residential lighting ° exterior electrical requirements include: - electrical outlet on wall - an electrical outlet near the soffit at the entrance - an exterior porch light
d) Unit Address and Mail Delivery	The Garden Suite will have the same address as the host dwelling and the Occupants will arrange for their mail to be deposited in the same mail box as that of the host family.
3. Unit Form	A final decision regarding the unit's ultimate form will be based upon the architectural consultant's review of three existing precedents which include: i) a square home plan similar in concept to the PLUS units recently demonstrated in Ontario;

cont'd

Category	Conditions
	ii) a rectangular shaped home similar to the unit exhibited by the Manufactured Housing Association of Alberta and Saskatchewan as their contribution to the National Garden Suite Demonstration Project (NGSDP); and iii) an "L" shaped home similar to the unit exhibited in B.C. during the NGSD project.
4. Unit Aesthetics	In recognition of the variable sites on which the units might be placed, they will be designed with a pleasing but generic exterior which is compatible with the general range of Alberta residential finishes. This treatment will include the "skirting" that surrounds the base of the unit.
F. Unit Construction	
1. Basic Requirement	The garden suite shall be constructed such that it is durable and can be conveniently transported to and placed in alternate locations during its approximate 25 year lifespan.
2. Construction Methods	The technical construction requirements are not intended to be exclusionary; however, in light of the requirements stated in F.1, it is assumed that the unit may be of modular, panelized or mobile construction. Regardless of the system adopted, construction must conform to the prevalent codes such as: the Alberta Building Code 1985 or the C.S.A. Standards Z-240 and A-277.
3. Plumbing System	In addition to complying with applicable regulations, the plumbing system will be designed and constructed to facilitate ease of connection and disconnection, and to prevent freezing of the utilities.
G. Unit Foundation	A temporary foundation system will be developed which reflects prevailing good trade practices; is easy to install, remove or abandon; minimizes site disruption and is resistant to uplift or unit overturn.

cont'd

Category	Conditions
H. Site Utilities and Services	The technical working drawings and site plans for the garden suites will incorporate instructions regarding provision of utilities and services to the units which will include: gas (if appropriate), water, sanitary sewer, electricity, telephone, cable television and an electronic alarm.
I. Siting and Site Design Requirements Guidelines and Standards	
1. Site Coverage Requirements Standards	The County will waive the minimum unit size requirement.
2. Setback Requirements	The setback requirements will include the following restrictions unless otherwise permitted by the County of Parkland: (a) the existing municipal side, front and rear yard setbacks will be retained; (b) the separation between the Garden Suite and the host residence shall comply with the Provincial Fire Code; (c) where lot and setback requirements allow alternate unit locations, the unit shall be located to minimize shadows on adjacent properties.
3. Site Grading	The site shall be graded to avoid ponding around or under the unit. (Host residence and garden suite drainspouts may require extension or redirection to ensure proper drainage around the unit.)
4. Parking	Parking spaces for occupant vehicles should be provided in a convenient location.
5. Walkways	Walkways connecting the garden suite with the host dwelling shall be provided.
6. Easements	The garden suite will not be placed on any easement.

cont'd

Category	Conditions
7. Service Connections	The garden suite may be placed on top of any service excepting the gas line which will require a one meter set-back. Further, the footings shall be located so as to avoid bearing directly on those services.
8. Restrictive Covenants	The Garden Suite placement, materials and design must respect any existing restrictive covenants with which the owner has already agreed.

III. IMPLEMENTATION PROCEDURES

A. Introduction

This section identifies the land use regulatory mechanisms which will be used and outlines the main steps and procedures for implementing the Garden Suite Pilot Project in the County of Parkland. Since many of the steps are interdependent, these steps and procedures are presented in chart form so their interdependencies can better be seen and the critical path better understood. They are based on the following principles:

1. The approach used in the pilot project should be similar to the approach likely to be used in the future if the pilot project results in a new program.
2. The approach should operate within the current planning framework and norms.
3. The approach should preserve the municipalities' (traditional) control over the land use.
4. The approach should ensure a degree of public participation.

B. Primary Land Use Regulatory Mechanisms

The following regulatory mechanisms will be used:

1. The three selected applicants will apply to the Municipality's Municipal Planning Commission for Development Permits.

2. The Municipal Planning Commission, upon receipt of the applications, will notify the Minister who will in turn ratify a Ministerial Order which will declare the three sites to be Innovative Residential Development Areas under section 149 of the Planning Act provided that in each instance, the applicant and site comply in all respects with the requirements of this project. This Ministerial Order will waive the second residence, and other provisions of the Land Use By-law to allow the Municipal Planning Commission the discretion to approve the development permit applications.

3. The Municipality, the Foundation and the Minister will hold an informal meeting (tea party) for each application, preferably at the residence of the applicant. The purpose of this meeting is to inform the applicant's neighbours about the project and to respond to questions and concerns which they may have.

4. The Municipal Planning Commission will then convene a meeting to consider the development permit applications for garden suites. The Municipal Planning Commission will

issue its decisions in the normal fashion. At the time of issue of the decisions, the Municipal Planning Commission will follow all normal operating procedures including the giving of public notice of any approved permits.

C. Main Steps on Project Implementation

The main steps and procedures and the general schedule for implementing this project are outlined in Chart 1 (see attached).

CHART 1: PLANNED PROJECT IMPLEMENTATION SCHEDULE

FUNCTION					
Planning Approval and Information Program	°Develop material for announcements		°Public awareness/ announcements/	°Apply for IRDA and development permit °Hold "tea parties" °Development approval	°Sign occupancy, agreement
Site Selection	°Develop appl. forms, screening criteria		°Receive appl.	°Select appl.	
Design	°Prepare unit designs	°Prepare technical designs/specs °Prepare designs for foundation, services site	°Prepare tech. designs and specs		
Tender				°Call Tender °Commission project	
Construction					°Build unit °Prepare site
Placement					°Place unit °Arrange for occupancy
Monitoring and Evaluation					°Begin formal monitoring and evaluation
	APRIL	MAY - JUNE	JULY - AUGUST	SEPTEMBER - OCTOBER	NOVEMBER - DECEMBER

APPENDIX VIII

MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT - GARDEN SUITE PILOT PROJECT

This AGREEMENT made in triplicate this 30 day of November 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS (hereinafter called the "Minister") OF THE FIRST PART

-and-

LETHBRIDGE HOUSING AUTHORITY
being a Housing Authority constituted pursuant to Section 42 of the Alberta Mortgage and Housing Corporation Act (hereinafter called the "Housing Authority") OF THE SECOND PART.

WHEREAS the parties hereto have agreed to carry out a garden suite pilot project pursuant to which garden suites will be provided to the owners of land for occupancy by elderly parents or parents-in-law or grandparents or grandparents-in-law of the owners.

NOW THEREFORE in consideration of the premises and covenants hereinafter contained the Minister and the Housing Authority agree as follows:

1.0 Definitions

1.01 Whenever in this Agreement the following words or phrases are used they shall have attributed to them the following meaning:

a) "City" means the Corporation of the City of Lethbridge.
b) "Garden Suite" means a portable living unit consisting of approximately 50 square meters (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen;

c) "License" means a license between the Minister and the owner providing for the installation of a Garden Suite on the owner's land;
d) "Occupant" means the parent(s), grandparent(s), parent(s)-in-law or grandparent(s)-in-law of the owner who is permitted occupancy of the Garden Suite pursuant to a license;
e) "Owner" means the owner or owners of land with whom the Minister has entered into a license.
f) "Pilot Project" means an initiative jointly undertaken by the Minister, the City and the Housing Authority to provide Garden Suites to certain owners on an experimental basis for a period of up to three years.

2.0 Minister's Obligations:

2.01 The Minister, subject to the agreement with the City and subject to a license granted by the Owner:

a) shall cause to be built up to three (3) garden suites and retain ownership of the garden suites;
b) shall enter into a license with the owners selected by the Minister, the City and Housing Authority, such licenses to be subject to terms and conditions prescribed by the Minister;
c) shall arrange for the transportation and installation of the garden suite on the owner's land, including utility and service interconnections, and arrange for the removal of the garden suite from the owner's land;
d) shall undertake research and evaluation in respect of the garden suite pilot project, in co-operation with the Housing Authority;
e) shall be responsible for the enforcement of the provisions in the license agreements; and
f) shall provide to the Housing Authority, copies of all license agreements that the Minister has entered into with owners.

3.0 Housing Authority's Obligations:

3.01 Tenant Selection

a) The Housing Authority shall provide the public with information and application forms in respect to the garden suite pilot project.
b) The Housing Authority shall receive applications for the garden suite pilot project and assess the eligibility and suitability of applicants to the pilot project, based upon criteria agreed to by the Housing Authority and the Minister, the City and the Housing Authority.

c) The Housing Authority in conjunction with the Minister and the City, shall select from among the applicants, owners and occupants to participate in the garden suite pilot project.

3.02 Design and Development

The Housing Authority shall assist the Minister in the selection of the garden suite designs and techniques for the installation of the garden suites.

3.03 Management and Administration

a) The Housing Authority shall operate, manage and administer the garden suites in accordance with this agreement and in accordance with any written operating and administrative directives as issued by the Minister and agreed to by the Housing Authority, from time to time.
b) The Housing Authority shall advise the Minister immediately if an owner is not in conformity with the license that the Minister has entered into with the owner.

3.04 Rent Collection

a) The Housing Authority shall collect a monthly rent from each owner equal to the amount specified in the license at the beginning of each month.
b) The Housing Authority shall forward the rents, less fees paid to the Housing Authority which are referred to in Section 4.0, for the period April 1st of the previous year to March 31st of the current year by April 15th of the current year to the Provincial Treasurer.
c) The Housing Authority shall make reasonable attempts to obtain the monthly rent from each owner.
d) If the owner fails to pay the monthly rent, the Housing Authority shall inform the Minister by the 15th day of the month in which the rent was due and payable.

3.05 Monitoring and Inspection

a) The Housing Authority shall inquire as to the well-being of each occupant at a frequency of not less than once every three months.
b) The Housing Authority shall inspect the interior and exterior of the garden suite, service interconnnections to the garden suite and site conditions at a frequency of not less than once every six months to ensure that the garden suite and interconnections are functional and are being maintained in a good state of repair.
c) The Housing Authority shall arrange the timing and frequency of such inspections with the owner and occupant, subject to the notice requirements in the license.

3.06 Maintenance and Repairs

a) The Housing Authority may carry out routine maintenance and repair work as may be required to maintain the garden suites in a suitable condition.
b) The Housing Authority shall advise the Minister of major maintenance and repair work required to the garden suites or land. The Minister may direct the Housing Authority to perform such major maintenance and repair work, or arrange for the performance of such work for a fee determined by the Minister and the Housing Authority.

3.07 Records

a) The Housing Authority shall maintain records of all monthly rents collected from owners in respect of the garden suite licenses.
b) The Housing Authority shall maintain records of all monitoring and inspection activities carried out under Section 3.05 of this agreement.
c) The Housing Authority shall provide the Minister with an annual statement each year during the currency of this agreement within a reasonable time after March 31st but not later than April 15th. The statement shall include financial and other information concerning all revenues and expenses in respect of the garden suites and licenses in the preceding fiscal year (April 1st in the previous year to March 31st in the current year).
d) The records shall document all costs incurred by the Housing Authority categorized in terms of management costs, repair and maintenance expenses, and research and evaluation costs in the manner prescribed in Appendix A.

3.08 Evaluation and Research

The Housing Authority shall participate with the Minister in evaluation and research in respect of the garden suite pilot project.

3.09 Publicity and Access

a) The Housing Authority shall participate with the Minister in publicity in respect of the garden suite pilot project as mutually-agreed from time to time.
b) The Housing Authority shall arrange with the owner, subject to the notice requirements in the license, for visits to the Garden Suites by the Minister, agents of the Minister or other parties determined by the Housing Authority and Minister from time to time.
c) Such visits referred to in (b) should not unduly interfere with the owners' use and enjoyment of the garden suite.

4.0 Fees

4.01 The Minister shall pay the Housing Authority a monthly fee for the performance of management duties assigned under Sections 3.04, 3.05 and 3.07 this agreement for each garden suite. The monthly fee shall be equal to $35 per garden suite per month. Fees for maintenance and repairs under Section 3.06 of this agreement will be negotiated separately by the Minister and the Housing Authority. Fees for duties carried out under Sections 3.08 and 3.09 of this Agreement will be calculated on an agency cost-recovery basis as agreed by the Minister and the Housing Authority.

5.0 Contacts

5.01 The contacts of the parties for the purpose of this agreement are:

a) For the Minister; Mr. Linden Holmen
Director, Research and Development,
Housing Division,
Alberta Municipal Affairs
2nd Floor, 9925 - 107 Street
EDMONTON, Alberta T5K 2H9
427-8150

b) For the Housing Authority; Mrs. Marion Marchant
Lethbridge Housing Authority
1003 Lethbridge Centre Tower
LETHBRIDGE, Alberta
TOE 2G0
329-0556

6.0 Term of Agreement

6.01 The term of this agreement is for a period of one (1) year from the date hereof and shall continue thereafter from year to year until the conclusion of the pilot project. By mutual agreement, the term may be extended.

6.02 This agreement may be terminated at an earlier date by either party giving sixty (60) days notice in writing to the other party.

7.0 Changes to Agreement

7.01 The Minister and Housing Authority may by mutual agreement agree to change or alter the terms and conditions of this agreement from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

HER MAJESTY THE QUEEN in right of
the Province of Alberta as represented
by the Minister of Municipal Affairs.

Per: Raymond A Speaker

The Honourable Raymond A. Speaker

The Lethbridge Housing Authority

Per: Estelle Z Bofield

Maria Merchant

APPENDIX A: MONTH STATEMENT OF COSTS

Month/Year: ______________________

Garden Suite Address: ______________________

____

Date	Code*	Description	Manpower			Expenses
			Class	Hours	Amount	

*Code refers to types of costs as summarized below:
A: Management and administration costs
B: Maintenance and repair costs
C: Evaluation and research costs
D: Publicity and access costs

MANAGEMENT AGREEMENT - GARDEN SUITE PILOT PROJECT

This AGREEMENT made in triplicate this 30 day of November 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS (hereinafter called the "Minister") OF THE FIRST PART

-and-

MERIDIAN FOUNDATION

being a body corporate created by the order of the Lieutenant Governor in Council, pursuant to the Homes for the Aged Act now referred to as the Senior Citizens Housing Act.
(hereinafter called the "Foundation") OF THE SECOND PART.

WHEREAS the parties hereto have agreed to carry out a garden suite pilot project pursuant to which garden suites will be provided to the owners of land for occupancy by elderly parents or parents-in-law or grandparents or grandparents-in-law of the owners.

NOW THEREFORE in consideration of the premises and covenants hereinafter contained the Minister and the Foundation agree as follows:

1.0 Definitions

1.01 Whenever in this Agreement the following words or phrases are used they shall have attributed to them the following meaning:

a) "County" means the County of Parkland No. 31.
b) "Garden Suite" means a portable living unit consisting of approximately 50 square meters (550 square feet) of residential space and containing a combined living/dining room, bedroom, bathroom and kitchen;

c) "License" means a license between the Minister and the owner providing for the installation of a Garden Suite on the owner's land;
d) "Occupant" means the parent(s), grandparent(s), parent(s)-in-law or grandparent(s)-in-law of the owner who is permitted occupancy of the Garden Suite pursuant to a license;
e) "Owner" means the owner or owners of land with whom the Minister has entered into a license.
f) "Pilot Project" means an initiative jointly-undertaken by the Minister and the County to provide Garden Suites to certain owners on an experimental basis for a period of up to three years.

2.0 Minister's Obligations:

2.01 The Minister, subject to the agreement with the County and subject to a license granted by the Owner:

a) shall cause to be built up to three (3) garden suites and retain ownership of the garden suites;
b) shall enter into a license with the owners selected by the Minister, the County and the Foundation, such licenses to be subject to terms and conditions prescribed by the Minister;
c) shall arrange for the transportation and installation of the garden suite on the owner's land;, including utility and service interconnections, and arrange for the removal of the garden suite from the owner's land;
d) shall undertake research and evaluation in respect of the garden suite pilot project, in co-operation with the Foundation;
e) shall be responsible for the enforcement of the provisions in the license agreements; and
f) shall provide to the Foundation, copies of all license agreements that the Minister has entered into with owners.

3.0 Foundation's Obligations:

3.01 Tenant Selection

a) The Foundation shall provide the public with information and application forms in respect to the garden suite pilot project.
b) The Foundation shall receive applications for the garden suite pilot project and assess the eligibility and suitability of applicants to the pilot project, based upon criteria agreed to by the Minister, the County and the Foundation.

c) The Foundation, in conjunction with the Minister and the County, shall select from among the applicants, owners and occupants to participate in the garden suite pilot project.

3.02 Design and Development

The Foundation shall assist the Minister in the selection of the garden suite designs and techniques for the installation of the garden suites.

3.03 Management and Administration

a) The Foundation shall operate, manage and administer the garden suites in accordance with this agreement and in accordance with any written operating and administrative directives as issued by the Minister and agreed to by the Foundation, from time to time.
b) The Foundation shall advise the Minister immediately if an owner is not in conformity with the license that the Minister has entered into with the owner.

3.04 Rent Collection

a) The Foundation shall collect a monthly rent from each owner equal to the amount specified in the license at the beginning of each month.
b) The Foundation shall forward the rents, less any fees paid to the Foundation which are referred to in Section 4.0, for the period April 1st of the previous year to March 31 of the current year by April 15th of the current year to the Provincial Treasurer.
c) The Foundation shall make reasonable attempts to obtain the monthly rent from each owner.
d) If an owner fails to pay the monthly rent, the Foundation shall inform the Minister by the 15th day of the month in which the rent was due and payable.

3.05 Monitoring and Inspection

a) The Foundation shall inquire as to the well-being of each occupant at a frequency of not less than once every three months.
b) The Foundation shall inspect the interior and exterior of the garden suite, service interconnnections to the garden suite and site conditions at a frequency of not less than once every six months to ensure that the garden suite and interconnections are performing adequately and are being maintained in a good state of repair.
c) The Foundation shall arrange the timing and frequency of such inspections with the owner and occupant, subject to the notice requirements in the license.

3.06 Maintenance and Repairs

a) The Foundation may carry out routine maintenance and repair work as may be required to maintain the garden suites in a suitable condition.
b) The Foundation shall advise the Minister of major maintenance and repair work required to the garden suites or land. The Minister may direct the Foundation to perform such major maintenance and repair work, or arrange for the performance of such work for a fee determined by the Minister and the Foundation.

3.07 Records

a) The Foundation shall maintain records of all monthly rents collected from owners in respect of the garden suite licenses.
b) The Foundation shall maintain records of all monitoring and inspection activities carried out under Section 3.05 of this agreement.
c) The Foundation shall provide the Minister with an annual statement each year during the currency of this agreement within a reasonable time after March 31st but not later than April 15th. The statement shall include financial and other information concerning all revenues and expenses in respect of the garden suites and licenses in the preceding fiscal year (April 1st in the previous year to March 31st in the current year).
d) The records shall document all costs incurred by the Foundation categorized in terms of management costs, repair and maintenance expenses, and research and evaluation costs, in the manner prescribed in Appendix A.

3.08 Evaluation and Research

The Foundation shall participate with the Minister in evaluation and research in respect of of the garden suite pilot project.

3.09 Publicity and Access

a) The Foundation shall participate with the Minister in publicity in respect of the garden suite pilot project, as mutually agreed to from time to time.
b) The Foundation shall arrange with the owner, subject to the notice requirements in the license, for visits to the Garden Suites by the Minister, agents of the Minister or other parties determined by the Foundation and Minister from time to time.
c) Such visits referred to in (b) should not unduly interfere with the owners' use and enjoyment of the garden suite.

4.0 Fees

4.01 The Minister shall pay the Foundation a monthly fee for the performance of management duties assigned under Sections 3.04, 3.05 and 3.07 of this agreement for each garden suite. The monthly fee shall be equal to $35 per garden suite per month. Fees for maintenance and repairs under Section 3.06 of this agreement will be negotiated separately by the Minister and Foundation. Fees for duties carried out under Sections 3.08 and 3.09 of this Agreement will be calculated on an agency cost-recovery basis as agreed by the Minister and the Foundation.

5.0 Contacts

5.01 The contacts of the parties for the purpose of this agreement are:

a) For the Minister; Mr. Linden Holmen
Director, Research and Development,
Housing Division,
Alberta Municipal Affairs
2nd Floor, 9925 - 107 Street
EDMONTON, Alberta T5K 2H9
427-8150

b) For the Foundation; Chairman,
Board of Directors
Meridian Foundation
Diamond Jubilee Manor
4612 - 52 Avenue
STONY PLAIN, Alberta TOE 2G0
963-3456

6.0 Term of Agreement

6.01 The term of this agreement is for a period of one (1) year from the date hereof and shall continue thereafter from year to year until the conclusion of the pilot project. By mutual agreement, the term may be extended.

6.02 This agreement may be terminated at an earlier date by either party giving sixty (60) days notice in writing to the other party.

7.0 Changes to Agreement

7.01 The Minister and Foundation may by mutual agreement agree to change or alter the terms and conditions of this agreement from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

HER MAJESTY THE QUEEN in right of
the Province of Alberta as represented
by the Minister of Municipal Affairs.

Per: Raymond A Speaker

The Honourable Raymond A. Speaker

The Meridian Foundation

Per:

APPENDIX A: MONTH STATEMENT OF COSTS

Month/Year: ______________________

Garden Suite Address: ______________________

____

Date	Code*	Description	Manpower			Expenses
			Class	Hours	Amount	

*Code refers to types of costs as summarized below:

A: Management and administration costs
B: Maintenance and repair costs
C: Evaluation and research costs
D: Publicity and access costs

APPENDIX IX

HOMEOWNER'S LICENCE AGREEMENT

HOMEOWNER'S LICENCE
for the Lethbridge Garden Suite Pilot Project

THIS LICENCE made the ________ day of __________ 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS
(hereinafter called the "Minister")

OF THE FIRST PART

- AND -

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

1. The Owner owns the land (herein called the "land") described in Schedule "A" hereto and occupies the principle dwelling on the land;

2. The Minister owns the portable living unit (herein called the "Garden Suite") consisting of approximately 50 square metres (550 feet) of residential space containing a combined living-dining room, bedroom, bathroom and kitchen and more particularly described in Schedule "B" hereto;

3. The Owner wishes to have the Garden Suite installed on the land for occupation for residential purposes by the individual or individuals (herein called the "Occupant") listed in Schedule "C" hereto who is/are the parent, parent-in-law, parents or parents-in-law of the Owner;

NOW THEREFORE in consideration of the premises and covenants as hereinafter contained, the Minister and the Owner covenant and agree as follows:

1. Licence

1.01 The Owner on the conditions set forth herein grants to the Minister a Licence:

a) to install and keep the Garden Suite on the land in a location agreed to by both parties and to make the necessary natural gas, sewer, water and electrical connections (hereinafter called "utilities") to service the Garden Suite;

b) to maintain and repair the Garden Suite and utility interconnections located on the land;
c) to remove the Garden Suite from the land and disconnect utilities as appropriate when required by and in accordance with the terms of this Agreement;
d) to restore the site to approximate its original condition including removal of surplus walkways, capping extended services, repair and reinstallation of fencing and repair of the lawn to match the general grading but not including the provision of any plant materials except for resodding in repaired or regraded areas;
e) for the Minister, his employees, servants and agents to enter on the land at all reasonable times for those purposes permitted by this licence within 24 hours written notice to the Owner;
f) for the Minister, his employees, servants, contractors, agents and members of the news media to enter on the land at a time to be set by the Minister, in his sole discretion, for a formal opening of the Garden Suite.

1.02 The Owner and the Minister mutually agree that the Garden Suite located on the land is specifically excluded from any conveyance of the land and is not a fixture to the land.

1.03 The Owner and Minister mutually agree that a copy of this Licence be provided to the Occupant.

2. Compliance with Municipal, Provincial and Federal Statutes

The Owner agrees to apply and pay for all necessary municipal, provincial and federal permits and approvals for the installation of the garden suite.

3. Term

The term of this Licence shall be for a period commencing on the day of November, 1989 and ending on the 31 day of December, 1992.

4. Rent

4.01 The Owner covenants to pay to the Minister a monthly rent for the use of the Garden Suite in lawful money of Canada without deduction or set-off, of Four Hundred Dollars ($400.00) to be paid in advance to the Lethbridge Housing Authority at 1003 Lethbridge Centre Tower, 400 - 4th Avenue South, Lethbridge, Alberta, T1J 4E1.

4.02 The first of such payments shall be made on the date which the Minister designates that the Garden Suite is ready to be occupied. If the date so designated is any day other than the first of a month, the rent for the fraction of that month shall be adjusted pro rata.

5. Other Payments

5.01 Deposit

The owner covenants to pay to the Minister a deposit in the amount of Seventy Dollars ($70.00) which may be used by the Minister for any of the following purposes:

a) repairing any damage or loss to the garden suite caused by the owner, the occupant or any other person allowed into the garden suite by the owner or occupant;
b) cleaning the garden suite if the owner or occupant vacates leaving it in other than the same condition in which it was turned over;
c) any rent owing to the Minister when this license is terminated.

The owner is responsible for the amount of any damage, cleaning costs or rent owing in excess of the deposit. Any unused portion of the deposit will be returned to the owner.

5.02 Taxes and Utilities

The Owner covenants to pay:

a) all taxes and rates, whether municipal, parliamentary or otherwise, levied against the Owner on account of the land or the Garden Suite located thereon;
b) to pay all charges as they become due for public or private utilities used in or in respect of the Garden Suite.

6. Use

6.01 The Owner shall use the Garden Suite only as residential accommodation for the Occupant and for no other purpose whatsoever.

7. Repair and Cleanliness

7.01 The Minister shall maintain the Garden Suite in a good state of repair. The Minister shall not be held responsible for damages or personal discomfort resulting either from a breakdown of the electrical, mechanical or heating system or from any other matter which the Minister in exercising reasonable diligence, could not have known about or expected, or the cause of which is outside the Minister's control.

7.02 The Owner shall immediately report to the Minister any loss of material from or damage to the Garden Suite which may be replaced or repaired under the Minister's coverages on the Garden Suite. In the event a claim for losses from or damage to the Garden Suite is recoverable under said coverages, the Minister will initiate and co-ordinate the claim, and will advise the Owner of action to be taken, if any, by the Owner.

7.03 The Owner will permit the Minister to enter the Garden Suite on twenty-four-hours' written notice, or, if any emergency situation exists, without notice, for the purpose of inspecting the Garden Suite and making necessary repairs to the Garden Suite and the Owner shall not be entitled to compensation for any inconvenience or nuisance or discomfort occasioned thereby.

7.04 The provision of any property coverage on the Garden Suite by the Minister does not relieve the Owner or the Occupant of their legal liability for the Garden Suite while it is in their care, custody or control.

7.05 The Minister shall have the option of repairing the Garden Suite in the event that it is partially damaged or destroyed.

7.06 The Owner shall provide competent janitorial and cleaning services and keep and maintain the Garden Suite in a neat, clean, sanitary and attractive condition.

7.07 The Owner shall maintain the sidewalks, steps and parking areas serving the Garden Suite and the landscaping in good repair and clean condition.

7.08 The Owner shall effect the prompt removal of snow and ice from the sidewalks, steps and parking areas serving the Garden Suite.

8. Alterations, Improvements, etc.

8.01 The Owner shall not make or cause to be made any alterations or improvements or install or cause to be installed any fixtures or decorations to the Garden Suite without the prior written consent of the Minister. The Owner will supply to the Minister the plans of any proposed alterations, improvements or installations upon request. No additions will be allowed.

8.02 Any alterations, decorations or improvements made to the Garden Suite by the Owner shall become and remain the property of the Minister upon termination of this Licence or any renewal therof, provided that the Owner shall, if requested by the Minister, remove all alterations, decorations and improvements and restore the Garden Suite to the condition it was in at the commencement of this Licence before any alterations, decorations or improvements were made or pay to the Minister the cost of such removal and restoration.

8.03 The Owner may, with the written consent of the Minister, at any time during the term of this Licence, remove any fixture installed by the Owner in the Garden Suite and the Owner will compensate the Minister for any damage caused to the Garden Suite by such removal.

8.04 The owner may install telephone and cable TV connections at his own expense.

8.05 The Owner shall not suffer or permit any construction lien or other liens for work, labour, services or materials ordered by him or the cost of which he may be in any way obligated to attach to the Garden Suite, the equipment located therein and that whenever and so often as such lien shall attach or claim shall be filed, the Owner shall within ten (10) days after the Owner has notice of the claim or lien have it vacated or procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

8.06 The Owner shall not construct, place, or plant anything on, over or under the ground which would restrict the Minister's ability to remove the Garden Suite in a manner similar to that which was used originally to place the unit on the Owner's property.

9. Insurance and Indemnity

9.01 The Owner shall maintain personal liability insurance in an amount not less than $1 million, and shall also maintain "all risks" insurance on his owned property. The Owner shall not place property insurance on the Garden Suite, but shall ensure that his liability insurance is extended as necessary to cover his legal liability for the Minister's property in his care, custody or control. The Owner shall provide the Minister with evidence of such coverages upon request.

9.02 The Owner shall indemnify and hold harmless the Minister, his employees and agents from any and all third party claims, demands, actions and costs that may arise out of any act or omission of the Owner in the performance by the Owner of this agreement.

9.03 The Minister shall indemnify and hold harmless the Owner for any and all third party claims, demands, actions and costs that may arise out of any act or omission of the Minister, his employees or agents in the performance by the Minister of this Agreement.

9.04 The Minister shall require any contractor with whom the Minister enters into a contract for any work associated with this Agreement to maintain adequate general liability insurance and to remedy any damage to the Owner's land and property which is caused by the contractor in the course of his work.

10. Hazardous Materials

10.01 The Owner shall not keep or permit to be kept any flammable liquids or materials within, or adjacent to, the Garden Suite, except for small quantities in proper containers of items required for normal household use or allow any activity or permit any condition to exist in the Garden Suite that will create a fire hazard.

11. Locks

11.01 The Owner shall not alter or cause to be altered the locking system on any door giving entry to the Garden Suite without the prior written consent of the Minister. If the locking system is altered upon receipt of such consent, the Owner will provide the Minister with a set of keys to the altered locking system.

12. Assignment, Delegation, etc.

12.01 The Owner shall not assign this Licence and any attempt to assign this Licence will be of no force or effect.

12.02 The Minister may assign the administration of sections 4.01, 7.01, 7.02, 7.03 and 11.01 of this agreement to the Lethbridge Housing Authority. Notice of such assignment will be given in writing to the Owner by the Minister.

13. Termination

13.01 In any of the following events, the Minister shall have the right to terminate this Licence by notice to the Owner:

a) if the Owner defaults in performing and observing any of the terms of this Licence and if such default is not remedied within ten days after notice thereof is given by the Minister to the Owner;
b) if the Garden Suite or the Owner's dwelling is damaged or destroyed by fire or other casualties;
c) if the land is sold, leased, foreclosed upon, or otherwise disposed of or alienated;
d) if the Occupant vacates the Garden Suite for a lengthy period without satisfactory justification or if, in the determination of the Lethbridge Housing Authority, the Occupant can no longer cope in the Garden Suite with just the physical care and support supplied by the Owner because of sickness, deterioration of physical health or any other reason;
e) if the development permit of the municipality or the approval of the provincial government under the Planning Act (RSA 1980) which permits the installation of the Garden Suite is revoked by the municipality or by the Minister as the case may be.

13.02 The Owner shall have the right to terminate this Licence at any time upon giving at least thirty (30) days written notice to the Minister.

14. Remedies

14.01 The Minister may upon termination of the Licence, whether by affluxion of time or otherwise, enter on the Land, remove the Garden Suite and restore the land to the condition in which it was prior to the installation of the Garden Suite in so far as it is reasonably practicable to do so.

14.02 If as a result of any action by the Owner the Garden Suite cannot be removed in the same manner in which it was installed, the Owner shall be responsible for payment to the Minister for any additional expenses, damages or losses sustained by the Minister in removal of the Garden Suite.

15. Survival of Obligations

15.01 All obligations of the Owner accruing hereunder during the term of this Licence and all indemnities by the Owner hereunder shall survive the termination of this Licence.

16. Registration

16.01 The Minister may, at his option, register a caveat to protect his interest under this Licence or agreement in the Land Titles Registry of the appropriate Land Titles Office and the Owner will cooperate with the Minister to facilitate the registration.

17. Research

17.01 The Owner shall take part in any reasonable research and answer any surveys carried on by the Minister in relation to the Garden Suite.

18. Notice

18.01 The representatives of the parties for purposes of this agreement are:

(a) for the Minister: Administrator
Lethbridge Housing Authority
1003 Lethbridge Centre Tower
400 - 4th Avenue South
Lethbridge, Alberta
T1J 4E1

(b) for the Owner:

Any notice required to be given by this Licence shall be given in writing and shall be sufficiently given if served personally or sent by registered mail, postage prepaid, to the address of the representative given above or to such other address as each may designate in writing and any notice so mailed shall be deemed to have been given four (4) business days after mailing.

19. Binding Effect

19.01 All the covenants, agreements, terms, conditions, provisions and undertakings of this License shall extend to and be binding upon the legal representative and successors of the parties hereto as if they were in every case named and described and all covenants herein contained shall be construed to be joint and several.

20. Amendments

20.01 The Minister and the Owner may, by mutual agreement, agree to change or alter the terms and conditions of this License from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

HER MAJESTY THE QUEEN in right of the
Province of Alberta as represented by
the Minister of Municipal Affairs.

Per:

The Honourable Raymond A. Speaker

HOMEOWNER'S LICENCE
for the County of Parkland Garden Suite Pilot Project

THIS LICENCE made the ________ day of __________ 1989.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA AS REPRESENTED BY THE MINISTER OF
MUNICIPAL AFFAIRS
(hereinafter called the "Minister")

OF THE FIRST PART

- AND -

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

1. The Owner owns the land (herein called the "land") described in Schedule "A" hereto and occupies the principle dwelling on the land;

2. The Minister owns the portable living unit (herein called the "Garden Suite") consisting of approximately 50 square metres (550 square feet) of residential space containing a combined living-dining room, bedroom, bathroom and kitchen and more particularly described in Schedule "B" hereto;

3. The Owner wishes to have the Garden Suite installed on the land for occupation for residential purposes by the individual or individuals (herein called the "Occupant") listed in Schedule "C" hereto who is/are the parent, parent-in-law, parents or parents-in-law of the Owner;

NOW THEREFORE in consideration of the premises and covenants as hereinafter contained, the Minister and the Owner covenant and agree as follows:

1. Licence

1.01 The Owner on the conditions set forth herein grants to the Minister a Licence:

a) to install and keep the Garden Suite on the land in a location agreed to by both parties and to make the necessary natural gas, sewer, water and electrical connections (hereinafter called "utilities") to service the Garden Suite;
b) to maintain and repair the Garden Suite and utility interconnections located on the land;
c) to remove the Garden Suite from the land and disconnect utilities and other services as appropriate when required by and in accordance with the terms of this Agreement;
d) to restore the site to approximate its original condition including removal of surplus walkways, capping extended services, repair and reinstallation of fencing and repair of the lawn to match the general grading but not including the provision of any plant materials except for resodding in repaired or regraded areas;
e) for the Minister, his employees, servants and agents to enter on the land at all reasonable times for those purposes permitted by this licence within 24 hours written notice to the Owner;
f) for the Minister, his employees, servants, contractors, agents and members of the news media to enter on the land at a time to be set by the Minister, in his sole discretion, for a formal opening of the Garden Suite.

1.02 The Owner and the Minister mutually agree that the Garden Suite located on the land is specifically excluded from any conveyance of the land and is not a fixture to the land.

1.03 The Owner and Minister mutually agree that a copy of this Licence be provided to the Occupant.

2. Compliance with Municipal, Provincial and Federal Statutes

The Owner agrees to apply and pay for all necessary municipal, provincial and federal permits and approvals for the installation of the garden suite.

3. Term

The term of this Licence shall be for a period commencing on the ________ day of November, 1989 and ending on the 31st day of December, 1992.

4. Rent

4.01 The Owner covenants to pay to the Minister a monthly rent for the use of the Garden Suite in lawful money of Canada without deduction or set-off, of Four Hundred Dollars ($400.00) to be paid in advance to the Meridian Foundation at Suite 320, Diamond Jubilee Manor, 4612 - 52 Avenue, Stony Plain, Alberta, TOE 2GO.

4.02 The first of such payments shall be made on the date which the Minister designates that the Garden Suite is ready to be occupied. If the date so designated is any day other than the first of a month, the rent for the fraction of that month shall be adjusted pro rata.

5. Other Payments

5.01 The Owner covenants to pay:

a) all taxes and rates, whether municipal, parliamentary or otherwise, levied against the Owner on account of the land or the Garden Suite located thereon;
b) to pay all charges as they become due for public or private utilities used in or in respect of the Garden Suite.

6. Use

6.01 The Owner shall use the Garden Suite only as residential accommodation for the Occupant and for no other purpose whatsoever.

7. Repair and Cleanliness

7.01 The Minister shall maintain the Garden Suite in a good state of repair. The Minister shall not be held responsible for damages or personal discomfort resulting either from a breakdown of the electrical, mechanical or heating system or from any other matter which the Minister in exercising reasonable diligence could not have known about or expected, or the cause of which is outside the Minister's control.

7.02 The Owner shall immediately report to the Minister any loss of material from or damage to the Garden Suite which may be replaced or repaired under the Minister's coverages on the Garden Suite. In the event a claim for losses from or damage to the Garden Suite is recoverable under said coverages, the Minister will initiate and co-ordinate the claim, and will advise the Owner of action to be taken, if any, by the Owner.

7.03 The Owner will permit the Minister to enter the Garden Suite on twenty-four hours' written notice, or, if any emergency situation exists, without notice, for the purpose of inspecting the Garden Suite and making necessary repairs to the Garden Suite and the Owner shall not be entitled to compensation for any inconvenience or nuisance or discomfort occasioned thereby.

7.04 The provision of any property coverage on the Garden Suite by the Minister does not relieve the Owner or the Occupant of their legal liability for the Garden Suite while it is in their care, custody or control.

7.05 The Minister shall have the option of repairing the Garden Suite in the event that it is partially damaged or destroyed.

7.06 The Owner shall provide competent janitorial and cleaning services and keep and maintain the Garden Suite in a neat, clean, sanitary and attractive condition.

7.07 The Owner shall maintain the sidewalks, steps and parking areas serving the Garden Suite and the landscaping in good repair and clean condition.

7.08 The Owner shall effect the prompt removal of snow and ice from the sidewalks, steps and parking areas serving the Garden Suite.

8. Alterations, Improvements, etc.

8.01 The Owner shall not make or cause to be made any alterations or improvements or install or cause to be installed any fixtures or decorations to the Garden Suite without the prior written consent of the Minister. The Owner will supply to the Minister the plans of any proposed alterations, improvements or installations upon request. No additions will be allowed.

8.02 Any alterations, decorations or improvements made to the Garden Suite by the Owner shall become and remain the property of the Minister upon termination of this Licence or any renewal thereof, provided that the Owner shall, if requested by the Minister, remove all alterations, decorations and improvements and restore the Garden Suite to the condition it was in at the commencement of this Licence before any alterations, decorations or improvements were made or pay to the Minister the cost of such removal and restoration.

8.03 The Owner may, with the written consent of the Minister, at any time during the term of this Licence, remove any fixture installed by the Owner in the Garden Suite and the Owner will compensate the Minister for any damage caused to the Garden Suite by such removal.

8.04 The Owner may install telephone and cable T.V. connections at his own expense.

8.05 The Owner shall not suffer or permit any construction lien or other liens for work, labour, services or materials ordered by him or the cost of which he may be in any way obligated to attach to the Garden Suite, the equipment located therein and that whenever and so often as such lien shall attach or claim shall be filed, the Owner shall within ten (10) days after the Owner has notice of the claim or lien have it vacated or procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

8.06 The Owner shall not construct, place, or plant anything on, over or under the ground which would restrict the Minister's ability to remove the Garden Suite in a manner similar to that which was used originally to place the unit on the Owner's property.

9. Insurance and Indemnity

9.01 The Owner shall maintain personal liability insurance in an amount not less than $1 million, and shall also maintain "all risks" insurance on his owned property. The Owner shall not place property insurance on the Garden Suite, but shall ensure that his liability insurance is extended as necessary to cover his legal liability for the Minister's property in his care, custody or control. The Owner shall provide the Minister with evidence of such coverages upon request.

9.02 The Owner shall indemnify and hold harmless the Minister, his employees and agents from any and all third party claims, demands, actions and costs that may arise out of any act or omission of the Owner in the performance by the Owner of this agreement.

9.03 The Minister shall indemnify and hold harmless the Owner for any and all third party claims, demands, actions and costs that may arise out of any act or omission of the Minister, his employees or agents in the performance by the Minister of this Agreement.

9.04 The Minister shall require any contractor with whom the Minister enters into a contract for any work associated with this Agreement to maintain adequate general liability insurance and to remedy any damage to the Owner's land and property which is caused by the contractor in the course of his work.

10. Hazardous Materials

10.01 The Owner shall not keep or permit to be kept any flammable liquids or materials within, or adjacent to, the Garden Suite, except for small quantities in proper containers of items required for normal household use, or allow any activity or permit any condition to exist in the Garden Suite that will create a fire hazard.

11. Locks

11.01 The Owner shall not alter or cause to be altered the locking system on any door giving entry to the Garden Suite without the prior written consent of the Minister. If the locking system is altered upon receipt of such consent, the Owner shall provide the Minister with a set of keys to the altered locking system.

12. Assignment, Delegation, etc.

12.01 The Owner shall not assign this Licence and any attempt to assign this Licence will be of no force or effect.

12.02 The Minister may assign the administration of sections 4.01, 7.01, 7.02, 7.03 and 11.01 of this agreement to the Meridian Foundation. Notice of such assignment will be given in writing to the Owner by the Minister.

13. Termination

13.01 In any of the following events, the Minister shall have the right to terminate this Licence by notice to the Owner:

a) if the Owner defaults in performing and observing any of the terms of this Licence and if such default is not remedied within ten days after notice thereof is given by the Minister to the Owner;
b) if the Garden Suite or the Owner's dwelling is damaged or destroyed by fire or other casualties;
c) if the land is sold, leased, foreclosed upon, or otherwise disposed of or alienated;
d) if the Occupant vacates the Garden Suite for a lengthy period without satisfactory justification or if, in the determination of the Meridian Foundation, the occupant can no longer cope in the Garden Suite with just the physical care and support supplied by the Owner because of sickness, deterioration of physical health or any other reason;
e) if the development permit of the municipality or the approval of the provincial government under the Planning Act (RSA 1980) which permits the installation of the Garden Suite is revoked by the Municipality or by the Minister, as the case may be.

13.02 The Owner shall have the right to terminate this Licence at any time upon giving at least ninety (90) days' written notice to the Minister.

14. Remedies

14.01 The Minister may upon termination of the Licence, whether by affluxion of time or otherwise, enter on the Land, remove the Garden Suite and restore the land to the condition in which it was prior to the installation of the Garden Suite in so far as it is reasonably practicable to do so.

14.02 If as a result of any action by the Owner the Garden Suite cannot be removed in the same manner in which it was installed, the Owner shall be responsible for payment to the Minister for any additional expenses, damages or losses sustained by the Minister in removal of the Garden Suite.

15. Survival of Obligations

15.01 All obligations of the Owner accruing hereunder during the term of this Licence and all indemnities by the Owner hereunder shall survive the termination of this Licence.

16. Registration

16.01 The Minister may, at his option, register a caveat to protect his interest under this Licence or agreement in the Land Titles Registry of the appropriate Land Titles Office and the Owner will cooperate with the Minister to facilitate the registration.

17. Research

17.01 The Owner shall take part in any reasonable research and answer any surveys carried on by the Minister in relation to the Garden Suite.

18. Notice

18.01 The representatives of the parties for purposes of this agreement are:

(a) for the Minister:
Chairman
Board of Directors
Meridian Foundation,
Suite 320
Diamond Jubilee Manor
4612 - 52 Avenue
Stony Plain, Alberta
TOE 2G0

(b) for the Owner:

Any notice required to be given by this Licence shall be given in writing and shall be sufficiently given if served personally or sent by registered mail, postage prepaid, to the address of the representative given above or to such other address as each may designate in writing and any notice so mailed shall be deemed to have been given four (4) business days after mailing.

19. Binding Effect

19.01 All the covenants, agreements, terms, conditions, provisions and undertakings of this Licence shall extend to and be binding upon the legal representative and successors of the parties hereto as if they were in every case named and described and all covenants herein contained shall be construed to be joint and several.

20. Amendments

20.01 The Minister and the Owner may, by mutual agreement agree to change or alter the terms and conditions of this Licence from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

HER MAJESTY THE QUEEN in right of the Province
of Alberta as represented by the Minister of
Municipal Affairs

Per:

The Honourable Raymond A. Speaker

Owner(s)